



# **INFORMATION SYSTEM BIDDING DOCUMENT**

**National Competitive Bidding (NCB)  
(Two Envelope System)**

**Implementation of Cross Government  
Digital Document Management & Internal Workflow System  
For 20 Government Institutions - (Phase I)**

**ICTA/GOSL/IS/NCB/2016/85  
AUGUST 2017**



## Information and Communication Technology Agency of Sri Lanka

### Invitation for Bids (IFB)

### Implementation of Cross Government Digital Document Management & Internal Workflow System For 20 Government Institutions (Phase I)

#### ICTA/GOSL/IS/NCB/2016/85

1. The Chairman, Ministry Procurement Committee (MPC), on behalf of Information and Communication Technology Agency of Sri Lanka (ICTA) that functions under the purview of Ministry of Telecommunication and Digital Infrastructure, now invites sealed bids from eligible and qualified bidders for the implementation of Cross Government Digital Document Management & Internal Workflow System for 20 Government Institutions (Phase I).

Detailed description of the Requirements and Specifications is given in the bidding document.

2. Bidding will be conducted using the National Competitive Bidding (NCB) procedure that shall be governed by the procurement guidelines of the Government of Sri Lanka and is open to all eligible bidders that meet the eligibility and qualification requirements given in the bidding documents.
3. Interested bidders may obtain further information from Mr. Gamini Karunaratne, Director Procurement, ICTA, 160/24, 2<sup>nd</sup> Floor, Kirimandala Mawatha, Colombo 05 and inspect the bidding documents free of charge during office hours on working days commencing from **August 02, 2017** at the office of ICTA at the above address. Telephone: 2369099, Facsimile: 2369091, email: [procurement@icta.lk](mailto:procurement@icta.lk). Bidding documents are also available on ICTA Website (<https://www.icta.lk/procurement/>) only for inspection purposes.
4. A complete set of Bidding Documents in English Language may be purchased by interested bidders on submission of a written application and upon payment of a non-refundable fee of Sri Lankan Rupees Twenty Thousand (20,000.00) effective from **August 02, 2017** during office hours on working days from the office of the ICTA at 160/24, 2nd floor, Kirimandala Mawatha, Colombo 05. The method of payment will be by cash.
5. A Pre-bid meeting which potential bidders may attend will be held at **1400 hrs (2.00 P.M) August 17, 2017** at the office of ICTA at the above address. The bidders are advised to attend this meeting.

6. Bids must be delivered to Director/Procurement, C/o Managing Director/Chief Executive Officer, Information and Communication Technology Agency of Sri Lanka (ICTA), 160/24, 2<sup>nd</sup> Floor, Kirimandala Mawatha, Colombo 05 at or before **1500 hrs (3.00 p.m) on September 20, 2017**. Late Bids and Bids sent electronically will not be accepted and will be rejected.
7. All Bids must be accompanied by Bid Securities in the form of a Bank Guarantee using the format given with the bidding documents in the amount of Sri Lankan Rupees One Million (LKR 1,000,000.00).
8. Bids shall be valid for a period of 90 days from the date of deadline for submission of the bids.
9. Bids will be opened immediately after the deadline for submission of bids, in the presence of bidders and/or their authorized representatives who choose to attend in person at the address stated above (in Para 6).
10. ICTA will not be responsible for any costs or any expenses incurred by the Bidders in connection with the preparation or delivery of Bids.

Chairman  
Ministry Procurement Committee  
Information and Communication Technology Agency of Sri Lanka (ICTA),  
160/24, 2<sup>nd</sup> Floor, Kirimandala Mawatha, Colombo 05

August 02, 2017

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# Section 1 - Instructions to Bidders

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## A. General

- 1. Scope of Bid**
  - 1.1 The Purchaser indicated in the Bidding Data Sheet (BDS), issues these Bidding Documents for the supply of Goods and Related Services incidental thereto as specified in Section V, Schedule of Requirements. The name and identification number of this National Competitive Bidding (NCB) procurement are specified in the BDS. The name, identification, and number of lots (individual contracts), if any, are provided in the BDS.
  - 1.2 Throughout this Bidding Document,
    - (a) The term “in writing” means communicated in written form by mail (other than electronic mail) or hand delivered with proof of receipt;
    - (b) except where the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular; and
    - (c) “day” means calendar day.
- 2. Source of Funds**
  - 2.1 Payments under this contract will be financed by the source specified in the BDS.
- 3. Fraud and Corruption**
  - 3.1 The attention of the bidders is drawn to the following guidelines of the Procurement Guidelines published by National Procurement Agency:
    - (i) Parties associated with Procurement Actions, namely, suppliers/contractors and officials shall ensure that they maintain strict confidentiality throughout the process;
    - (ii) Officials shall refrain from receiving any personal gain from any Procurement Action. No gifts or inducement shall be accepted. Suppliers/contractors are liable to be disqualified from the bidding process if found offering any gift or inducement which may have an effect of influencing a decision or impairing the objectivity of an official.
  - 3.2 The Purchaser requires the bidders, suppliers, contractors, and consultants to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy:
    - (a) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution;
    - (b) “fraudulent practice” means a misrepresentation or omission of facts in order to influence a procurement process or the

execution of a contract;

- (c) “collusive practice” means a scheme or arrangement between two or more bidders, with or without the knowledge of the Purchaser to establish bid prices at artificial, non-competitive levels; and
- (d) “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract.

3.3 If the Purchaser found any unethical practices as stipulated under ITB Clause 3.2, the Purchaser will reject a bid, if it is found that a Bidder directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract in question.

#### 4. Eligible Bidders

4.1 A Bidder may be a natural person, private entity, or government-owned enterprise or any combination of them with a formal intent to enter into an agreement or under an existing agreement in the form of a joint venture. In the case of a joint venture,

- (a) all parties to the Joint Venture shall be jointly and severally liable; and
- (b) the Joint Venture shall nominate a representative who shall have the authority to conduct all businesses for and on behalf of any and all the parties of the Joint Venture during the bidding process and, in the event the Joint Venture is awarded the Contract, during contract execution.

4.2 A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to be in a conflict of interest with one or more parties in this bidding process if any of, including but not limited to, the following apply:

- (a) they have controlling shareholders in common; or
- (b) they receive or have received any direct or indirect subsidy from any of them; or
- (c) they have the same legal representative for purposes of this Bid; or
- (d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to material information about or improperly influence the Bid of another Bidder, or influence the decisions of the Purchaser regarding this bidding process; or
- (e) a Bidder participates in more than one bid in this bidding process, either individually or as a partner in a joint venture, except for alternative offers permitted under ITB 13. This will result in the disqualification of all Bids in which it is involved.



However, subject to any finding of a conflict of interest in terms of ITB 4.3 (a)–(d) above, this does not limit the participation of a Bidder as a subcontractor in another bid or of a firm as a subcontractor in more than one Bid; or

- (f) a Bidder or any affiliated entity, participated as a consultant in the preparation of the design or technical specifications of the goods and services that are the subject of the Bid; or
- (g) a Bidder was affiliated with a firm or entity that has been hired (or is proposed to be hired) by the Purchaser or Borrower as Project Manager for the contract.

4.3 Bidders shall provide such evidence of their continued eligibility satisfactory to the Purchaser, as the Purchaser shall reasonably request.

**5. Eligible Goods and Related Services**

5.1 All goods supplied under this contract shall be complied with applicable standards stipulated by the Sri Lanka Standards Institute (SLSI). In the absence of such standards, the Goods supplied shall be complied to other internationally accepted standards.

5.2 For purposes of this clause, the term “goods” includes commodities, raw material, machinery, equipment, and industrial plants; and “related services” includes services such as insurance, transportation, installation, commissioning, training, and initial maintenance.

## **B. Contents of Bidding Document**

**6. Sections of the Bidding Document**

6.1 The Bidding Document consists of Parts I, II, and III, which include all the sections indicated below, and should be read in conjunction with any addenda issued in accordance with ITB 8.

**PART I Bidding Procedures**

- Section 1 Instructions to Bidders (ITB)
- Section 2 Bid Data Sheet (BDS)
- Section 3 Evaluation and Qualification Criteria (EQC)
- Section 4 Bidding Forms (BDF)

**PART II Supply Requirements**

- Section 5 Schedule of Supply (SS)

**PART III Conditions of Contract and Contract Forms**

- Section 6 General Conditions of Contract (GCC)
- Section 7 Special Conditions of Contract (SCC)
- Section 8 Contract Forms (COF)

6.2 The IFB issued by the Purchaser is not part of the Bidding

Document.

- 6.3 The Purchaser is not responsible for the completeness of the Bidding Document and its addenda, if they were not obtained directly from the source stated by the Purchaser in the IFB.
- 6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Document. Failure to furnish all information or documentation required by the Bidding Document, may result in the rejection of the Bid.
- 7. Clarification of Bidding Document**
- 7.1 A prospective Bidder requiring any clarification on the Bidding Document shall contact the Purchaser in writing at the Purchaser's address indicated in the BDS. The Purchaser will respond in writing to any request for clarification, provided that such request is received no later than 21 days prior to the deadline for submission of Bids. The Purchaser shall forward copies of its response to all Bidders who have acquired the Bidding Document in accordance with ITB 6.3, including a description of the inquiry but without identifying its source. Should the Purchaser deem it necessary to amend the Bidding Document as a result of a clarification, it shall do so following the procedure under ITB 8 and ITB 24.2.
- 8. Amendment of Bidding Document**
- 8.1 At any time prior to the deadline for submission of the Bids, the Purchaser may amend the Bidding Document by issuing addenda.
- 8.2 Any addendum issued shall be part of the Bidding Document and shall be communicated in writing to all who have obtained the Bidding Document directly from the Purchaser in accordance with ITB 6.3.
- 8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Purchaser may, at its discretion, extend the deadline for the submission of the Bids, pursuant to ITB 24.2

### C. Preparation of Bids

- 9. Cost of Bidding**
- 9.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Purchaser shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 10. Language of Bid**
- 10.1 The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Purchaser, shall be written in the language specified in the BDS. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the BDS, in which case, for purposes of interpretation of the Bid, such translation shall govern.

- 11. Documents Comprising the Bid**
- 11.1 The Bid shall comprise two envelopes submitted simultaneously, one containing the Technical Bid and the other the Price Bid, both envelopes enclosed together in an outer single envelope.
- 11.2 The Technical Bid submitted by the Bidder shall comprise the following:
- (a) Technical Bid Submission Sheet;
  - (b) Bid Security or Bid-Securing Declaration, in accordance with ITB 21;
  - (c) alternative Technical Bid, if permissible, in accordance with ITB 13;
  - (d) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 22;
  - (e) documentary evidence in accordance with ITB 16, establishing the Bidder's eligibility to bid;
  - (f) documentary evidence in accordance with ITB 17, that the Goods and Related Services to be supplied by the Bidder are of eligible origin;
  - (g) documentary evidence in accordance with ITB 18 and ITB 32, that the Goods and Related Services conform to the Bidding Document;
  - (h) documentary evidence in accordance with ITB 19, establishing the Bidder's qualifications to perform the contract if its Bid is accepted; and
  - (i) any other document required in the BDS.
- 11.3 The Price Bid submitted by the Bidder shall comprise the following:
- (a) Price Bid Submission Sheet and the applicable Price Schedules, in accordance with ITB 12, ITB 14, and ITB 15;
  - (b) alternative Price Bid corresponding to the alternative Technical Bid, if permissible, in accordance with ITB 13; and
  - (c) any other document required in the BDS.
- 12. Bid Submission Sheets and Price Schedules**
- 12.1 The Bidder shall submit the Technical Bid Submission Sheet and the Price Bid Submission Sheet using the form furnished in Section 4 (Bidding Forms). These forms must be completed without any alterations to their format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.
- 12.2 The Bidder shall submit, as part of the Price Bid, the Price Schedules for Goods and Related Services, according to their origin as appropriate, using the forms furnished in Section 4 (Bidding Forms) and as required in the BDS.
- 13. Alternative Bids**
- 13.1 Unless otherwise indicated in the BDS, alternative Bids shall not be considered.

**14. Bid Prices and Discounts**

- 14.1 The prices and discounts quoted by the Bidder in the Price Bid Submission Sheet and in the Price Schedules shall conform to the requirements specified below.
- 14.2 All items in the Schedule of Supply must be listed and priced separately in the Price Schedules. If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items. Items not listed in the Price Schedule shall be assumed not to be included in the Bid, and provided that the Bid is substantially responsive, the corresponding adjustment shall be applied in accordance with ITB 33.3.
- 14.3 The price to be quoted in the Price Bid Submission Sheet shall be the total price of the Bid excluding any discounts offered. Absence of the total bid price in the Price Bid Submission Sheet may result in the rejection of the Bid.
- 14.4 The Bidder shall quote discounts and the methodology for their application in the Price Bid Submission Sheet. Prices indicated on the Price Schedule shall include all duties and sales and other taxes already paid or payable by the Supplier:
- (a) on components and raw material used in the manufacture or assembly of goods quoted; or
  - (b) on the previously imported goods of foreign origin
  - (c) However, VAT shall not be included in the price but shall be indicated separately;
  - (d) the price for inland transportation, insurance and other related services to deliver the goods to their final destination;
  - (e) the price of other incidental services
- 14.5 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account, unless otherwise specified in the BDS. A Bid submitted with an adjustable price quotation shall be treated as nonresponsive and shall be rejected, pursuant to ITB 32. However, if in accordance with the BDS, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, but a Bid submitted with no indexes identified in the Tables of Adjustment Data, price adjustment shall be treated as zero for the purpose of price adjustment during the performance of the contract.
- 14.6 If so indicated in ITB 1.1, Bids are being invited for individual contracts (lots) or for any combination of contracts (packages). Unless otherwise indicated in the BDS, prices quoted shall correspond to 100% of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Bidders wishing to offer any price discount for the award of more than one Contract shall specify in their Price Bids the price discount applicable to each package, or alternatively, to individual Contracts within the package. Price discounts shall be submitted in accordance with ITB 14.4, provided the Price Bids for all lots are submitted and opened at the

same time.

- 15. Currencies of Bid** 15.1 Unless otherwise stated in Bidding Data Sheet, the Bidder shall quote in Sri Lankan Rupees and payment shall be payable only in Sri Lanka Rupees.
- 16. Documents Establishing the Eligibility of the Bidder** 16.1 To establish their eligibility in accordance with ITB 4, Bidders shall
- (a) complete the eligibility declarations in the Bid Submission Sheet, included in Section 4 (Bidding Forms); and
  - (b) if the Bidder is an existing or intended Joint Venture in accordance with ITB 4.1, submit a copy of the Joint Venture Agreement, or a letter of intent to enter into such an Agreement. The respective document shall be signed by all legally authorized signatories of all the parties to the existing or intended Joint Venture, as appropriate.
- 17. Documents Establishing the Eligibility of Goods and Related Services** 17.1 To establish the eligibility of the Goods and Related Services, in accordance with ITB 5, Bidders shall complete the Bid Submission Form, included in Section 4 (Bidding Forms).
- 18. Documents Establishing the Conformity of the Goods and Related Services to the Bidding Document** 18.1 To establish the conformity of the Goods and Related Services to the Bidding Document, the Bidder shall furnish as part of its Technical Bid documentary evidence that the Goods and Related Services conform to the requirements specified in Section 6 (Schedule of Supply).
- 18.2 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item-by-item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to those requirements, and if applicable, a statement of deviations and exceptions to the provisions of Section 6 (Schedule of Supply).
- 18.3 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Purchaser in Section 6 (Schedule of Supply), are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Purchaser's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in Section 6 (Schedule of Supply).
- 19. Documents Establishing the** 19.1 To establish its qualifications to perform the Contract, the Bidder shall submit as part of its Technical Proposal the evidence indicated for each qualification criteria specified in Section 3 (Evaluation and

- Qualifications of the Bidder** Qualification Criteria).
- 19.2 If so required in the BDS, a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section 4 (Bidding Forms) to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in the Purchaser's country.
- 19.3 If so required in the BDS, a Bidder that does not conduct business within the Purchaser's country shall submit evidence that it will be represented by an agent in the country equipped and able to carry out the Supplier's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.
- 20. Period of Validity of Bids**
- 20.1 Bids shall remain valid for the period specified in the BDS after the bid submission deadline date prescribed by the Purchaser. A Bid valid for a shorter period shall be rejected by the Purchaser as nonresponsive.
- 20.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Purchaser may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB 21, it shall also be extended 28 days beyond the deadline of the extended bid validity period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its Bid.
- 21. Bid Security/ Bid-Securing Declaration**
- 21.1 The Bidder shall furnish as part of its bid, a Bid Security or a Bid-Securing Declaration, as specified in the BDS.
- 21.2 The Bid Security shall be in the amount specified in the BDS and denominated in Sri Lanka Rupees, and shall:
- (a) at the bidder's option, be in the form of either a bank draft, a letter of credit, or a bank guarantee from a banking institution;
  - (b) be issued by a institution acceptable to Purchaser.
  - (c) be substantially in accordance with the form included in Section IV, Bidding Forms;
  - (d) be payable promptly upon written demand by the Purchaser in case the conditions listed in ITB Clause 20.5 are invoked;
  - (e) be submitted in its original form; copies will not be accepted;
  - (f) remain valid for the period specified in the BDS.
- 21.3 Unless otherwise specified in the BDS, any bid not accompanied by a substantially compliant bid security or Bid-Securing Declaration, if one is required in accordance with ITB 21.1, shall be rejected by the

Purchaser as nonresponsive.

- 21.4 If a bid security is specified pursuant to ITB 21.1, the bid security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's furnishing of the performance security pursuant to ITB 46.
- 21.5 If a bid security is specified pursuant to ITB 21.1, the bid security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the Contract Agreement and furnished the required performance security.
- 21.6 The bid security may be forfeited or the Bid-Securing Declaration executed,
- (a) if a Bidder withdraws its bid during the period of bid validity as specified by the Bidder on the Technical Bid Submission Sheet, except as provided in ITB 20.2; or
  - (b) if the successful Bidder fails to
    - (i) sign the Contract Agreement in accordance with ITB 45;
    - (ii) furnish a performance security in accordance with ITB 46; or
    - (iii) accept the arithmetical corrections of its bid in accordance with ITB 36.
- 21.7 The bid security or the Bid-Securing Declaration of a Joint Venture shall be in the name of the Joint Venture that submits the bid. If the Joint Venture has not been legally constituted at the time of bidding, the bid security or the Bid-Securing Declaration shall be in the names of all future partners as named in the letter of intent mentioned in ITB 4.1.

## **22. Format and Signing of Bid**

- 22.1 The Bidder shall prepare one original set of the Technical Bid and one original set of the Price Bid as described in ITB 11 and clearly mark each "ORIGINAL - TECHNICAL BID" and "ORIGINAL - PRICE BID". In addition, the Bidder shall submit copies of the Technical Bid and the Price Bid, in the number specified in the BDS and clearly mark them "COPY NO... - TECHNICAL BID" and "COPY NO.... - PRICE BID". In the event of any discrepancy between the original and the copies, the original shall prevail.
- 22.2 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the BDS and shall be attached to the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid, except for unamended printed literature, shall be signed or initialed by the person signing the Bid. If a Bidder submits a deficient authorization, the Bid shall not be rejected in the first instance. The Purchaser shall request the Bidder to submit an acceptable authorization within the number of days as specified in the BDS. Failure to provide an acceptable authorization within the prescribed period of receiving such a request shall cause the

rejection of the Bid.

- 22.3 Any amendments such as interlineations, erasures, or overwriting shall be valid only if they are signed or initialled by the person signing the bid.

## **D. Submission and Opening of Bids**

### **23. Sealing and Marking of Bids**

- 23.1 Bidders may submit their bids by mail or by hand. When so specified in the BDS, Bidders shall have the option of submitting their bids electronically. Procedures for submission, sealing and marking are as follows:
- (a) Bidders submitting Bids by mail or by hand shall enclose the original of the Technical Bid, the original of the Price Bid, and each copy of the Technical Bid and each copy of the Price Bid, including alternative Bids, if permitted in accordance with ITB 13, in separate sealed envelopes, duly marking the envelopes as "ORIGINAL - TECHNICAL BID", "ORIGINAL - PRICE BID" and "COPY NO... - TECHNICAL BID" and "COPY NO.... - PRICE BID", as appropriate. These envelopes containing the original and the copies shall then be enclosed in one single envelope. The rest of the procedure shall be in accordance with ITB 23.2 to ITB 23.6.
  - (b) Bidders submitting Bids electronically shall follow the electronic bid submission procedures specified in the BDS.
- 23.2 The inner and outer envelopes shall
- (a) bear the name and address of the Bidder;
  - (b) be addressed to the Purchaser in accordance with ITB 24.1; and
  - (c) bear the specific identification of this bidding process indicated in the BDS.
- 23.3 The outer envelopes and the inner envelopes containing the Technical Bids shall bear a warning not to open before the time and date for the opening of Technical Bids, in accordance with ITB 27.1.
- 23.4 The inner envelopes containing the Price Bids shall bear a warning not to open until advised by the Purchaser in accordance with ITB 27.2.
- 23.5 If all envelopes are not sealed and marked as required, the Purchaser will assume no responsibility for the misplacement or premature opening of the Bid.



- 23.6 Alternative Bids, if permissible in accordance with ITB 13, shall be prepared, sealed, marked, and delivered in accordance with the provisions of ITB 22 and ITB 23, with the inner envelopes marked in addition "ALTERNATIVE NO...." as appropriate
- 24. Deadline for Submission of Bids**
- 24.1 Bids must be received by the Purchaser at the address and no later than the date and time indicated in the BDS.
- 24.2 The Purchaser may, at its discretion, extend the deadline for the submission of Bids by amending the Bidding Document in accordance with ITB 8, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.
- 25. Late Bids**
- 25.1 The Purchaser shall not consider any Bid that arrives after the deadline for submission of Bids, in accordance with ITB 24. Any Bid received by the Purchaser after the deadline for submission of Bids shall be declared late, rejected, and returned unopened to the Bidder.
- 26. Withdrawal, Substitution, and Modification of Bids**
- 26.1 A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB 22.2 (except that withdrawal notices do not require copies). The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be
- (a) prepared and submitted in accordance with ITB 22 and ITB 23 (except that withdrawal notices do not require copies), and in addition, the respective inner and outer envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," "MODIFICATION;" and
- (b) received by the Purchaser prior to the deadline prescribed for submission of bids, in accordance with ITB 24.
- 26.2 Bids requested to be withdrawn in accordance with ITB 26.1 shall be returned unopened to the Bidders.
- 26.3 No Bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Technical Bid Submission Sheet or any extension thereof.
- 27. Bid Opening**
- 27.1 The Purchaser shall open the Technical Bids in public at the address, on the date, and time specified in the BDS in the presence of Bidder's designated representatives and anyone who choose to attend. Any specific electronic bid opening procedures required if electronic bidding is permitted in accordance with ITB 23.1, shall be as specified in the BDS.

- 27.2 The Price Bids will remain unopened and will be held in custody of the Purchaser until the time of opening of the Price Bids. The date, time, and location of the opening of Price Bids will be advised in writing by the Purchaser. If the Technical Bid and the Price Bid are submitted together in one envelope, the Purchaser may reject the Bid. Alternatively, the Price Bid may be immediately resealed for later evaluation.
- 27.3 First, envelopes marked "WITHDRAWAL" shall be opened, read out, and recorded, and the envelope containing the corresponding bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out and recorded at bid opening.
- 27.4 Next, outer envelopes marked "SUBSTITUTION" shall be opened. The inner envelopes containing the Substitution Technical Bid and/or Substitution Price Bid shall be exchanged for the corresponding envelopes being substituted, which are to be returned to the Bidder unopened. Only the Substitution Technical Bid, if any, shall be opened, read out, and recorded. Substitution Price Bid will remain unopened in accordance with ITB 27.2. No envelope shall be substituted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out and recorded at bid opening.
- 27.5 Next, outer envelopes marked "MODIFICATION" shall be opened. No Technical Bid and/or Price Bid shall be modified unless the corresponding modification notice contains a valid authorization to request the modification and is read out and recorded at the opening of Technical Bids. Only the Technical Bids, both Original as well as Modification, are to be opened, read out, and recorded at the opening. Price Bids, both Original as well as Modification, will remain unopened in accordance with ITB 27.2.
- 27.6 All other envelopes holding the Technical Bids shall be opened one at a time, and the following read out and recorded
- (a) the name of the Bidder;
  - (b) whether there is a modification or substitution;
  - (c) the presence of a bid security or a Bid-Securing Declaration, if required; and
  - (d) any other details as the Purchaser may consider appropriate.

Only Technical Bids and alternative Technical Bids read out and recorded at bid opening shall be considered for evaluation. Unless otherwise specified in the BDS, all pages of the Technical Bid Submission Sheet are to be initialed by at least three representatives of the Purchaser attending the bid opening. No Bid shall be rejected at the opening of Technical Bids except for late bids, in accordance with ITB 25.1.

- 27.7 The Purchaser shall prepare a record of the opening of Technical Bids that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, modification, or alternative offer; and the presence or absence of a bid security or a Bid-Securing Declaration, if one was required. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.
- 27.8 At the end of the evaluation of the Technical Bids, the Purchaser will invite bidders who have submitted substantially responsive Technical Bids and who have been determined as being qualified for award to attend the opening of the Price Bids. The date, time, and location of the opening of Price Bids will be advised in writing by the Purchaser. Bidders shall be given reasonable notice of the opening of Price Bids.
- 27.9 The Purchaser will notify Bidders in writing who have been rejected on the grounds of being substantially nonresponsive to the requirements of the Bidding Document and return their Price Bids unopened.
- 27.10 The Purchaser shall conduct the opening of Price Bids of all Bidders who submitted substantially responsive Technical Bids, in the presence of Bidders' representatives who choose to attend at the address, on the date, and time specified by the Purchaser. The Bidder's representatives who are present shall be requested to sign a register evidencing their attendance.
- 27.11 All envelopes containing Price Bids shall be opened one at a time and the following read out and recorded
- (a) the name of the Bidder;
  - (b) whether there is a modification or substitution;
  - (c) the Bid Prices, including any discounts and alternative offers; and
  - (d) any other details as the Purchaser may consider appropriate.

Only Price Bids, discounts, and alternative offers read out and recorded during the opening of Price Bids shall be considered for evaluation. Unless otherwise specified in the BDS, all pages of the Price Bid Submission Sheet and Price Schedules are to be initialed by at least three representatives of the Purchaser attending bid the opening. No Bid shall be rejected at the opening of Price Bids.

- 27.12 The Purchaser shall prepare a record of the opening of Price Bids that shall include, as a minimum: the name of the Bidder, the Bid Price (per lot if applicable), any discounts, and alternative offers. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders who submitted bids on time,

and posted online when electronic bidding is permitted.

## **E. Evaluation and Comparison of Bids**

- |  |  |
|--|--|
| <b>28. Confidentiality</b>                         | <p>28.1 Information relating to the examination, evaluation, comparison, and qualification of Bids, and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process until information on the Contract award is communicated to all Bidders.</p> <p>28.2 Any attempt by a Bidder to influence the Purchaser in the examination, evaluation, comparison, and post qualification of the Bids or Contract award decisions may result in the rejection of its Bid.</p> <p>28.3 Notwithstanding ITB 28.2, from the time of opening the Technical Bids to the time of Contract award, if any Bidder wishes to contact the Purchaser on any matter related to the bidding process, it should do so in writing.</p>   |
| <b>29. Clarification of Bids</b>                   | <p>29.1 To assist in the examination, evaluation, comparison and post-qualification of the Bids, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder with regard to its Bid and that is not in response to a request by the Purchaser shall not be considered. The Purchaser's request for clarification and the response shall be in writing. No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the evaluation of the Price Bids, in accordance with ITB 36.</p> <p>29.2 If a Bidder does not provide clarifications on its Bid by the date and time set in the Purchaser's request for clarification, its bid may be rejected.</p> |
| <b>30. Deviations, Reservations, and Omissions</b> | <p>30.1 During the evaluation of Bids, the following definitions apply:</p> <ul style="list-style-type: none"> <li>(a) "Deviation" is a departure from the requirements specified in the Bidding Document;</li> <li>(b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document; and</li> <li>(c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Document.</li> </ul>   |
| <b>31. Examination of Technical Bids</b>           | <p>31.1 The Purchaser shall examine the Technical Bid to confirm that all documents and technical documentation requested in ITB 11.4 have been provided, and to determine the completeness of each document submitted.</p> <p>31.2 The Purchaser shall confirm that the following documents and information have been provided in the Technical Bid. If any of these documents or information is missing, the offer shall be rejected:</p>  |

- (a) Technical Bid Submission Sheet in accordance with ITB 12.1;
- (b) written confirmation of authorization to commit the Bidder;
- (c) bid security or Bid-Securing Declaration, if applicable; and
- (d) Manufacturer's Authorization, if applicable.
- 32. Responsiveness of Technical Bid**
- 32.1 The Purchaser's determination of a Technical Bid's responsiveness is to be based on the contents of the Technical Bid itself, as defined in ITB 11.
- 32.2 A substantially responsive Technical Bid is one that meets the requirements of the Bidding Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that,
- (a) If accepted, would
- (i) affect in any substantial way the scope, quality, or performance of the Goods and Related Services specified in Section 6 (Schedule of Supply); or
- (ii) limits in any substantial way, inconsistent with the Bidding Document, the Purchaser's rights or the Bidder's obligations under the Contract; or
- (b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive Technical Bids.
- 32.3 The Purchaser shall examine the technical aspects of the Bid in particular, to confirm that all requirements of Section 6 (Schedule of Supply) have been met without any material deviation, reservation, or omission.
- 32.4 If a Technical Bid is not substantially responsive to the Bidding Document, it shall be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.
- 33. Nonmaterial Nonconformities**
- 33.1 Provided that a Technical Bid is substantially responsive, the Purchaser may waive nonconformities in the Bid that does not constitute a material deviation, reservation, or omission.
- 33.2 Provided that a Technical Bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Technical Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the Price Bid of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
- 33.3 Provided that a Technical Bid is substantially responsive, the Purchaser shall rectify quantifiable nonmaterial nonconformities or omissions. To this effect, the Bid Price shall be adjusted during evaluation of Price Bids, for comparison purposes only, to reflect the

price of the missing or non-conforming item or component. The adjustment shall be made using the method indicated in Section 3 (Evaluation and Qualification Criteria).

- 34. Qualification of the Bidder**
- 34.1 The Purchaser shall determine to its satisfaction during the evaluation of Technical Bids whether Bidders meets the qualifying criteria specified in Section 3 (Evaluation and Qualification Criteria).
- 34.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 19.
- 34.3 An affirmative determination shall be a prerequisite for the opening and evaluation of a Bidder's Price Bid. A negative determination shall result into the disqualification of the Bid, in which event the Purchaser shall return the unopened Price Bid to the Bidder.
- 35. Examination of Price Bids**
- 35.1 Following the opening of Price Bids, the Purchaser shall examine the Price Bids to confirm that all documents and financial documentation requested in ITB 11.5 have been provided, and to determine the completeness of each document submitted.
- 35.2 The Purchaser shall confirm that the following documents and information have been provided in the Price Bid. If any of these documents or information is missing, the offer shall be rejected:
- (a) Price Bid Submission Sheet in accordance with ITB 12.1; and
  - (b) Price Schedules, in accordance with ITB 12, ITB 14, and ITB 15.
- 36. Correction of Arithmetical Errors**
- 36.1 During the evaluation of Price Bids, the Purchaser shall correct arithmetical errors on the following basis:
- (a) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected.
  - (b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected.
  - (c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.
- 36.2 If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be disqualified and its bid security may be forfeited, or its Bid-Securing Declaration executed.
- 37. Conversion to Single**
- 37.1 For evaluation and comparison of Price Bids, the Purchaser shall convert all bid prices expressed in foreign currencies in to Sri

- Currency** Lankan Rupees using the selling rates prevailed 28 days prior to closing of bids as published by the Central Bank of Sri Lanka. If this date falls on a public holiday the earliest working day prior to the date shall be applicable.
- 38. Margin of Preference** 38.1 Unless otherwise specified in the BDS, a margin of preference shall not apply.
- 39. Evaluation of Price Bids** 39.1 The Purchaser shall use the criteria and methodologies indicated in this clause. No other criteria or methodology shall be permitted.
- 39.2 To evaluate a Price Bid, the Purchaser shall consider the following:
- (a) the bid price as quoted in accordance with ITB 14;
  - (b) price adjustment for correction of arithmetic errors in accordance with ITB 36.1;
  - (c) price adjustment due to discounts offered in accordance with ITB 14.4;
  - (d) price adjustment due to application of the evaluation criteria specified in Section 3 (Evaluation and Qualification Criteria). These criteria may include factors related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services which shall be expressed to the extent practicable in monetary terms to facilitate comparison of bids unless otherwise specified in Section 3; and
  - (e) converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with ITB 37.
- 39.3 The Purchaser's evaluation of a bid will exclude and not take into account,
- (a) in the case of Goods offered from within the Purchaser's country, all sales tax and all other taxes, applicable in the Purchaser's country and payable on the Goods if the Contract is awarded to the Bidder;
  - (b) in the case of Goods offered from outside the Purchaser's country, all customs duties, sales tax, and other taxes, applicable in the Purchaser's country and payable on the Goods if the Contract is awarded to the Bidder; and
  - (c) any allowance for price adjustment during the period of performance of the Contract, if provided in the Bid.
- 39.4 If the Bidding Document allows Bidders to quote separate prices for different lots (contracts), and the award to a single Bidder of multiple lots (contracts), the methodology to determine the lowest evaluated price of the lot (contract) combinations, including any discounts offered in the Price Bid Submission Sheet, is as specified in Section 3 (Evaluation and Qualification Criteria).
- 40. Comparison of** 40.1 The Purchaser shall compare all substantially responsive Bids to

- Bids** determine the lowest evaluated bid, in accordance with ITB 39.
- 41. Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids** 41.1 The Purchaser reserves the right to accept or reject any Bid, and to annul the bidding process and reject all Bids at any time prior to Contract award, without thereby incurring any liability to the Bidders. In case of annulment, all Bids submitted and specifically, bid securities, shall be promptly returned to the Bidders.

## F. Award of Contract

- 42. Award Criteria** 42.1 The Purchaser shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated Bid and is substantially responsive to the Bidding Document, provided further that the Bidder has remained qualified to perform the Contract satisfactorily.
- 42.2 A Bid shall be rejected if the qualification criteria as specified in Section 3 (Evaluation and Qualification Criteria) are no longer met by the Bidder whose offer has been determined to be the lowest evaluated Bid. In this event the Purchaser shall proceed to the next lowest evaluated Bid to make a similar reassessment of that Bidder's capabilities to perform satisfactorily.
- 43. Purchaser's Right to Vary Quantities at Time of Award** 43.1 At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section 6 (Schedule of Supply), provided this does not exceed the percentages indicated in the BDS, and without any change in the unit prices or other terms and conditions of the Bid and the Bidding Document.
- 44. Notification of Award** 44.1 Prior to the expiration of the period of bid validity, the Purchaser shall notify the successful Bidder, in writing, that its Bid has been accepted.
- 44.2 At the same time, the Purchaser shall also notify all other Bidders of the results of the bidding. The Purchaser will publish in an English language newspaper or well-known freely accessible website the results identifying the Bid and lot numbers and the following information: (i) name of each Bidder who submitted a Bid; (ii) bid prices as read out at bid opening; (iii) name and evaluated prices of each Bid that was evaluated; (iv) name of Bidders whose Bids were rejected and the reasons for their rejection; and (v) name of the winning Bidder, and the price it offered, as well as the duration and summary scope of the contract awarded. After publication of the award, unsuccessful Bidders may request in writing to the Purchaser for a debriefing seeking explanations on the grounds on which their Bids were not selected. The Purchaser shall promptly respond in writing to any unsuccessful Bidder who, after publication of contract award, requests a debriefing.
- 44.3 Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.



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- 45. Signing of Contract**
- 45.1 Promptly after notification, the Purchaser shall send to the successful Bidder the Agreement.
- 45.2 Within 28 days of receipt of the Agreement, the successful Bidder shall sign, date, and return it to the Purchaser.
- 46. Performance Security**
- 46.1 Within 28 days of the receipt of notification of award from the Purchaser, the successful Bidder shall furnish the Performance Security in accordance with the GCC, using for that purpose the Performance Security Form included in Section 9 (Contract Forms), or another form acceptable to the Purchaser.
- 46.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract Agreement shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security or execution of the Bid-Securing Declaration. In that event, the Purchaser may award the Contract to the next lowest evaluated Bidder whose offer is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily.

## Section 2 - Bid Data Sheet

<b>A. General</b>	
<b>ITB 1.1</b>	The number of the Invitation for Bids (IFB) is : <b>ICTA/GOSL/IS/NCB/2016/85</b>
<b>ITB 1.1</b>	The Purchaser is: <b>Information and Communication Technology Agency of Sri Lanka</b>
<b>ITB 1.1</b>	The name of the National competitive bidding (NCB) is: <b>Implementation of Cross Government Digital Document Management &amp; Internal Workflow System for 20 Government Institutions (Phase 1)</b> The identification number of the NCB is <b>ICTA/GOSL/IS/NCB/2016/85</b>
<b>ITB 2.1</b>	The source of funding is: Government of Sri Lanka (GoSL)
<b>B. Contents of Bidding Document</b>	
<b>ITB 7.1</b>	<p>For <u>clarification purposes</u> only, the Purchaser's address is:</p> <p><b>Attention:</b> Mr. Gamini Karunaratne, Director Procurement</p> <p><b>Address:</b> Information and Communication Technology Agency of Sri Lanka, 160/24, Kirimandala Mawatha, Colombo 5.</p> <p><b>Telephone:</b> 2369099 -100</p> <p><b>Facsimile numbers is</b> 2369091.</p> <p><b>e-mail:</b> <a href="mailto:procurement@icta.lk">procurement@icta.lk</a></p> <p><b>A Pre-bid meeting will be held:</b> Yes</p> <p><b>Date :</b> August 17, 2017</p> <p><b>Time :</b> 1400 hrs.</p> <p><b>Venue :</b> Information and Communication Technology Agency of Sri Lanka, (2<sup>nd</sup> floor) 160/24, Kirimandala Mawatha, Colombo 5.</p> <p><b><u>Clarifications may be requested no later than 10 days before the deadline for submission of bids.</u></b></p>

<b>C. Preparation of Bids</b>	
<b>ITB 10.1</b>	The language of the Bid is: English
<b>ITB 12.2</b>	The units and rates in figures entered into the Price Schedules should be typewritten or if written by hand, must be in print form. Price Schedules not presented accordingly may be considered nonresponsive.
<b>ITB 13.1</b>	Alternative bids shall not be considered. Options are not allowed, the bids submitted with options shall be treated as non-responsive and shall be rejected.
<b>ITB 14.5</b>	The prices quoted by the Bidder shall be fixed.
<b>ITB 14.6</b>	Prices quoted shall correspond to 100 % of the items/requirement specified.
<b>ITB 19.2</b>	The Bidder shall include with its bid the Manufacturer's Authorization.  The Bidder is required to submit documentation to substantiate that it is an authorized dealer, distributor or reseller of the goods being procured.
<b>ITB 19.3</b>	The Bidder is required to include with its bid, evidence that it will be represented by an Agent in Sri Lanka.
<b>ITB 20.1</b>	The bid validity period shall be Ninety (90) days from the date of bid closure, accordingly the bid shall be valid until <b>December 19, 2017</b> .
<b>ITB 21.1</b>	Bid shall include a Bid Security issued by a commercial bank licensed by the Central Bank of Sri Lanka in the format prescribed in Section IV "Bidding Forms – Bid Guarantee"
<b>ITB 21.2</b>	<b>The amount of the Bid Security shall be as follows;</b> Sri Lankan Rupees One Million (LKR 1,000,000.00) Bid Security shall be issued in favor of; The Managing Director/Chief Executive Officer Information and Communication Technology Agency of Sri Lanka 160/24, Kirimandala Mawatha, Colombo 5, Sri Lanka.
<b>ITB 21.2 (f)</b>	Bid Security shall be valid for a period of 30 days beyond the original validity period of bids ( <b>up to, January 18, 2018</b> ) or beyond any period of extension subsequently requested under ITB clause 20.
<b>ITB 21.4</b>	Subject to the succeeding sentences, any bid not accompanied by an irrevocable and callable bid security shall be rejected by the Purchaser as nonresponsive. If a Bidder submits a bid security that (i) deviates in form, amount, and/or period of validity, or (ii) does not provide sufficient identification of the Bidder (including, without limitation, failure to indicate the name of the Joint Venture Partners), shall cause the rejection of the Bid.

ITB 22.1	<p><b><u>Bidder must submit Technical Bid and Price Bid in separate envelopes;</u></b></p> <ul style="list-style-type: none"> <li>• One original set of the TECHNICAL BID &amp;</li> <li>• One original set of the PRICE BID</li> </ul> <p>Envelops should be clearly marked as,</p> <p><b>“ORIGINAL TECHNICAL BID – “Implementation of Cross Government Digital Document Management and Internal Workflow System for 20 Government Institutions (Phase I) - ICTA/GOSL/IS/NCB/2016/85”</b></p> <p style="text-align: center;">and</p> <p><b>“ORIGINAL PRICE BID – “Implementation of Cross Government Digital Document Management and Internal Workflow System for 20 Government Institutions (Phase I) - ICTA/GOSL/IS/NCB/2016/85”</b> at the top left hand corner respectively.</p> <p><b><u>Bidder must submit copies of the Technical Bid and Price Bid in separate envelopes;</u></b></p> <ul style="list-style-type: none"> <li>• Copy No. 01 - TECHNICAL BID &amp;</li> <li>• Copy No. 02 - PRICE BID</li> </ul> <p>Envelops should be clearly marked as,</p> <p><b>“Copy No.01-TECHNICAL BID – “Implementation of Cross Government Digital Document Management and Internal Workflow System for 20 Government Institutions (Phase I) - ICTA/GOSL/IS/NCB/2016/85”</b> and</p> <p><b>“Copy No.02- PRICE BID – “Implementation of Cross Government Digital Document Management and Internal Workflow System for 20 Government Institutions (Phase I) - ICTA/GOSL/IS/NCB/2016/85”</b> at the top left hand corner respectively.</p>
ITB 22.2	<p><b>The written confirmation of Authorization to sign on behalf of the Bidder shall consist of a written confirmation shall be attached to the Bid.</b> The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid, except for unamended printed literature, shall be signed or initialled by the person signing the Bid.</p>
<p><b>D. Submission and Opening of Bids</b></p>	
ITB 23.1	Bidders shall not have the option of submitting their bids electronically.
ITB 23.1 (b)	If Bidders shall have the option of submitting their bids electronically, the electronic bidding submission procedures shall be: Not applicable.
ITB 23.2 (c)	The identification of this bidding process is: <b>National Competitive Bidding (NCB)</b>

ITB 24.1	<p><b>For bid submission purposes, the Purchaser's address is:</b></p> <p><b>Attention:</b> Mr. Gamini Karunaratne, Director Procurement C/o; Managing Director/Chief Executive Officer</p> <p><b>Place :</b> Information and Communication Technology Agency of Sri Lanka, <b>Address:</b> 160/24, Kirimandala Mawatha, Colombo <b>05</b>. <b>Floor :</b> 2<sup>nd</sup> floor <b>Room :</b> Auditorium</p>
ITB 24.1	<p><b>The deadline for bid submission is:</b></p> <p><b>Date:</b> September 20, 2017 <b>Time:</b> 1500 hrs</p>
ITB 27.1	<p><b><u>The technical bid opening shall take place at:</u></b></p> <p><b>Place :</b> Information and Communication Technology Agency of Sri Lanka, <b>Address:</b> 160/24, Kirimandala Mawatha, Colombo <b>05</b>. <b>Floor :</b> 2<sup>nd</sup> floor <b>Room :</b> Auditorium</p>
ITB 27.6	<p>The Technical Bid Submission Sheet shall be initialed by two (02) representatives of the Purchaser attending Technical Bid opening.</p>
ITB 27.10	<p>Financial bids of bidders that have secured minimum qualifying Score of 80 points for their Technical Bids shall be opened.</p>
ITB 27.11	<p>The Price Bid Submission Sheet and Price Schedules shall be initialed by two (02) representatives of the Purchaser attending Price Bid opening.</p>
<p><b>E. Evaluation and Comparison of Bids</b></p>	
ITB 37.1	<p>The currency that shall be used for bid evaluation and comparison purposes to convert all bid prices expressed in various currencies into a single currency is: Sri Lankan Rupees.</p> <p>Purchaser shall convert all bid prices expressed in foreign currencies in to Sri Lankan Rupees using the selling rates prevailed 28 days prior to closing of bids as published by the Central Bank of Sri Lanka. If this date falls on a public holiday the earliest working day prior to the date shall be applicable</p>
ITB 39.1	<p>The following factors and methodology will be used for evaluation: Evaluation criteria, sub criteria and point system mentioned under Section III – Evaluation and Qualification Criteria.</p> <p>The weights given to the Technical Bid and Price Bid are: Technical Bid weight - T = 20% Price Bid weight - P = 80%</p>
<p><b>F. Award of Contract</b></p>	
ITB 43.1	<p>The maximum percentage by which quantities may be increased is: 20% The maximum percentage by which quantities may be decreased is: 20%</p>

## Section 3 - Evaluation and Qualification Criteria

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## Evaluation and Qualification Criteria

### Implementation of Cross Government Digital Document Management & Internal Workflow System For 20 Government Institutions (Phase I)

The purchaser's evaluation of a technical bids on the basis of their responsiveness to the Technical & Functional Features of the Cross Government Digital Document Management & Internal Workflow System for 20 Government Institutions and Hardware requirement, applying the evaluation criteria, sub criteria, and point system. Each responsive bid will be given a technical score (St). A bid shall be rejected at this stage if it does not respond to important aspects of the bidding document, and particularly if it fails to achieve the minimum technical score for the Technical Bid.

Bids will be ranked according to their combined technical (St) and financial scores ( $S_f = 100 \times F_m / F$ , in which "Sf" is the financial score, "Fm" is the lowest price, and "F" the price of the bid under consideration) using the weights (T = the weight given to the Technical Bid; P = the weight given to the Price Bid; T + P = 1) indicated in the Data Sheet:  $S = S_t \times T\% + S_f \times P\%$ . The bidder achieving the highest combined technical and financial score will be considered as a lowest evaluated substantially responsive bid.

### 1. Technical Evaluation

Description	Points
Document Management & Internal Workflow System including Hardware	100

Points will be assigned to the Technical/Functional requirements of the Document Management & Internal Workflow System including Hardware. The Minimum technical score (St) required to pass is: **80 points**

## 1.1 Technical Criteria

Criteria and Point System for the evaluation of technical bids are:

Technical/Functional Features proposed to the Document Management & Internal Workflow System	Points
Scanning	4
Document Classification	1
Archiving	2
Searching	4
Storage	4
Document Viewing	2
Document editing	4
Document deleting	1
Import/Export Data	1
Print, Fax & Email	1
Digital Signing and Security	3
User messaging and notifications	2
Version controlling	1
Quality Controlling(Automatic/Manual)	1
Dashboard	3
System Architecture & Design	3
Scalability	3
Interfacing & Integrating	2
API	2
System Security	3
Reporting and Analytical Tool	2
Overall System Administration	2
Administrative Panel Dashboard (Dashboard should incorporate into tenant level and overall system administration interface)	2
Product personalization and localization	1
UI & Viewing options	2
Help	1
User manual	1
User Training	2



Fault Tolerance		1
Robustness		1
Extensibility		1
User Experience		3
Storage Repositories		3
Cloud support		1
Web browser compatibility without installing additional plug-ins		3
Document Scanner Interface and Drivers		3
Support & Maintenance		4
Hardware Equipment	Notebook Computers	8
	Scanners (A3)	6
	Scanners (A4)	6
<b>Total Points</b>		<b>100</b>

## 2. Qualification Criteria

Bidders shall meet the qualification criteria set by the Purchaser on a pass-fail basis. Unless specifically indicated otherwise, it is the legal entity or entities comprising the Bidder and not the Bidder's parent companies, subsidiaries, or affiliates that must satisfy these criteria.

### 2.1 Eligibility

#### 2.1.1 Eligibility

Criteria	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
1) Shall possess legal rights to supply the requirement under this contract. 2) Shall not have been blacklisted. 3) Requirements specified under ITB Clause 4.	must meet requirement	must meet requirement	must meet requirement	not applicable	Form ELI - 3

### 2.2 Experience and Technical Capacity

#### 2.2.1 Contractual Experience

Criteria	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
Successful completion as main supplier within the last 03 years, of at least 03 contracts with nature and complexity similar to the scope of supply described in Section 6 (Schedule of Supply).	must meet requirement	must meet requirement	not applicable	not applicable	Form EXP - 1

**2.2.2 Technical Experience**

Criteria	Compliance Requirements			Documents	
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
<p>The Bidder shall demonstrate that the goods offered have</p> <ul style="list-style-type: none"> <li>(i) been in production for at least three (3) years, and</li> <li>(ii) been deployed a minimum of three (3) Document Management Systems/Solutions of similar type and specification over the last three (3) years;</li> <li>(ii)a. Bidder shall provide details of the above mentioned deployments                             <ul style="list-style-type: none"> <li>• Name of the Client</li> <li>• Sector-Public or Private</li> <li>• Product Name and Version</li> <li>• Scope of work</li> <li>• Details of Cloud Environment</li> <li>• Go Live Date</li> <li>• Duration of implementation</li> <li>• Number of Users/License</li> <li>• Number of Location/Sites</li> <li>• Contact details of the client/s</li> <li>• Hardware used for the Document Management System</li> </ul> </li> </ul>	<p>must meet requirement</p>	<p>must meet requirement</p>	<p>not applicable</p>	<p>not applicable</p>	<p>Form EXP - 2</p>

### 2.2.3 Team required for the deployment of Cross Government Digital Document Management & Internal Workflow System

Criteria	Compliance Requirements			Documents	
	Requirement	Single Entity	Joint Venture		Submission Requirements
All Partners Combined			Each Partner	One Partner	
<p>The Bidder or manufacturer shall demonstrate the Team composition to successfully deploy the Cross Government Digital Document Management &amp; Internal Workflow System in 20 Government Institutions.</p> <p>Composition of the team should be as follows;</p> <p>Bidder should provide complete Curriculum Vitae for the each member of the Team.</p> <ol style="list-style-type: none"> <li>1. Project Manager <ul style="list-style-type: none"> <li>- At least (05) five years of Project Management Experience</li> </ul> </li> <li>2. Business Process Analyst/s <ul style="list-style-type: none"> <li>- At least (02) two years of Business Analysis Experience</li> </ul> </li> <li>3. Document Management System Specialist <ul style="list-style-type: none"> <li>- At least (03) three years of Document Digitization, Classification and Archiving Experience</li> </ul> </li> <li>4. ICT Infrastructure Specialist <ul style="list-style-type: none"> <li>- At least (03) three years of specialization in ICT infrastructure</li> </ul> </li> <li>5. Onsite Project Coordinators (20 Nos.) <ul style="list-style-type: none"> <li>- At least (02) years of experience in Document Management System Domain</li> <li>- The Onsite Project Coordinator is responsible for directing, organizing, controlling project activities and</li> </ul> </li> </ol>	must meet requirement	must meet requirement	not applicable	not applicable	Form EXP - 3

providing technical assistance to users at the sites.					
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If a Bidder is not a manufacturer, but is offering the Goods on behalf of the Manufacturer under Manufacturer's Authorization Form (Section 4, Bidding Forms), the Bidder shall demonstrate that it meets the requirements for

**2.1.1 Eligibility**

**2.3.1 Historical Financial Performance**

**2.3.2 Size of Operation (Average Annual Turnover), and**

**2.2.1 Contractual Experience**

**2.3.3 Cash Flow Capacity (Optional)**

but that the Manufacturer shall separately demonstrate that it meets the requirement for

**2.1.1 Eligibility**

**2.2.2 Technical Experience, and**

**2.2.3 Production Capacity**

## 2.3 Financial Situation

### 2.3.1 Historical Financial Performance

Criteria	Compliance Requirements			Documents	
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
Submission of audited financial statements for the last Three (03) years, other financial statements acceptable to the Purchaser, for the last Three (03) years to demonstrate the current soundness of the Bidder's financial position. As a minimum, the Bidder's net worth for the last year calculated as the difference between total assets and total liabilities should be positive.	must meet requirement	not applicable	must meet requirement	not applicable	Form FIN - 1

### 2.3.2 Size of Operation (Average Annual Turnover)

Criteria	Compliance Requirements			Documents	
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
Minimum average annual turnover in last three (3) years shall be 1.5 times of the bid price.	must meet requirement	must meet requirement	must meet —50%— of the requirement	not applicable	Form FIN - 2

### **3. Economic Evaluation**

Economic criteria are applied when evaluating a Bid to determine the lowest evaluated Bid. These criteria are the bid price and other factors expressed in monetary terms such as those related to characteristics, performance, and terms and conditions of the purchase of the goods. The monetary values of the factors provide the adjustment of the bid price for comparison purposes.

#### **3.1 Adjustment for Deviations from the Terms of Payment**

Deviations from the Terms of Payment as specified in SCC 16.1 are not permitted.

#### **3.2 Adjustment for Deviations in the Delivery and Completion Schedule**

Deviations from the Delivery and Completion Schedule specified in Section 6 (Schedule of Supply) are not permitted.

#### **3.3 Multiple Lots (Contracts)**

If Goods and Related Services are grouped in multiple lots, the following provision must be used: Multiple contract will not be awarded.

#### **3.4 Domestic Preference**

Not Applicable

## Section 4 - Bidding Forms

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## Technical Bid Submission Sheet

**-- Note --**

The Bidder must accomplish the Technical Bid Submission Sheet on its letterhead clearly showing the bidder's complete name and address.

Date: \_\_\_\_\_  
 International Competitive Bidding (NCB) No.: \_\_\_\_\_  
 Invitation for Bid (IFB) No.: \_\_\_\_\_  
 Alternative No.: \_\_\_\_\_

To: *[insert complete name of the purchaser]*

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Document, including the Addenda issued in accordance with Instructions to Bidders (ITB) 8.
- (b) We offer to supply in conformity with the Bidding Document and in accordance with the delivery schedule specified in Section 6 (Schedule of Supply), the following Goods and Related Services: . . . *[insert a brief description of the goods and related services]* . . .
- (c) Our Bid consisting of the Technical Bid and the Price Bid shall be valid for a period of . . . . *[insert validity period as specified in ITB 20.1 of the BDS]* . . . . days from the date fixed for the bid submission deadline in accordance with the Bidding Document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- (d) We, including any subcontractors or suppliers for any part of the contract, do not have any conflict of interest in accordance with ITB 4.3.
- (e) We are not participating, as a Bidder in more than one Bid in this bidding process in accordance with ITB 4.3(e), other than alternative offers in accordance with the Bidding Document.

Name \_\_\_\_\_

In the capacity of \_\_\_\_\_

Signed \_\_\_\_\_

Duly authorized to sign the Bid for and on behalf of \_\_\_\_\_

Date \_\_\_\_\_

## Price Bid Submission Sheet

**-- Note --**

The Bidder must accomplish the Price Bid Submission Sheet on its letterhead clearly showing the bidder's complete name and address.

Date: \_\_\_\_\_  
 International Competitive Bidding (NCB) No.: \_\_\_\_\_  
 Invitation for Bid (IFB) No.: \_\_\_\_\_  
 Alternative No.: \_\_\_\_\_

To: *[insert complete name of the purchaser]*

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Document, including the Addenda issued in accordance with Instructions to Bidders (ITB) 8.
- (b) We offer to supply in conformity with the Bidding Document and in accordance with the delivery schedule specified in Section 5 (Schedule of Supply), the following Goods and Related Services: . . . *[insert a brief description of the goods and related services]* . . .
- (c) The total price of our Bid, excluding any discounts offered in item (d) below, is

*[amount of foreign currency in words], [amount in figures], and [amount of local currency in words], [amount in figures]*

*The total bid price from the price schedules should be entered by the Bidder inside this box. Absence of the total bid price in the Price Bid Submission Sheet may result in the rejection of the bid.*

- (d) The discounts offered and the methodology for their application are as follows:

Discounts: If our Bid is accepted, the following discounts shall apply: . . . . . *[specify in detail each discount offered and the specific item of the Schedule of Supply to which it applies]* . . . . .

- (e) Our bid shall be valid for a period of . . . . . *[insert validity period as specified in ITB 20.1 of the BDS]* . . . . . days from the date fixed for the submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- (f) If our Bid is accepted, we commit to obtain a Performance Security in the amount of . . . . . *[specify a figure between 5% and 10%, which should be consistent with that of SCC 18.1]* . . . . . percent of the Contract Price for the due performance of the Contract.

- (g) We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed.
- (h) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

Name \_\_\_\_\_

In the capacity of \_\_\_\_\_

Signed \_\_\_\_\_

Duly authorized to sign the Bid for and on behalf of \_\_\_\_\_

Date \_\_\_\_\_

## Price Schedule

Name of Bidder \_\_\_\_\_ IFB Number \_\_\_\_\_ Page \_\_\_ of \_\_\_

#	Description	Nos/Qty.	Unit Price LKR Excluding VAT	Total Price LKR Excluding VAT	VAT	Total Price LKR Including VAT
<b>1</b>	<b>Software Platform</b>					
1.1	Document Management System (perpetual license for the ICTA)	01				
<b>2</b>	<b>Configuration of Workflows</b>					
2.1	Police Recruitment Division	01				
2.2	Ministry of Higher Education and Highways – Private University Registration Division	01				
2.3	Presidential Secretariat – Administration Division	01				
2.4	Ministry of Foreign Affairs – Protocol Division	01				
2.5	Ministry of Skill Development and Vocational Training – Administration Division	01				
2.6	Ministry of Plantation Industries – Administration Division	01				
2.7	Ministry of Petroleum	01				

#	Description	Nos/Qty.	Unit Price LKR Excluding VAT	Total Price LKR Excluding VAT	VAT	Total Price LKR Including VAT
	Resources Development - Administration, Procurement and Development Planning Divisions					
2.8	Public Service Commission - Administration Division	01				
2.9	Ministry of Ports and Shipping - Administration Division	01				
2.10	Department of Rubber Development - Administration Division	01				
2.11	Ministry of Education - Administration Division	01				
2.12	Western Provincial Education Department - Administration Division	01				
2.13	Colombo Zonal Education Office - Administration Division	01				
2.14	Homagama Zonal Education Office - Administration Division	01				
2.15	Piliyandala Zonal Education Office - Administration Division	01				
2.16	Sri Jayawardhanapura Zonal Education Office - Administration Division	01				
2.17	Gampaha Zonal	01				

#	Description	Nos/Qty.	Unit Price LKR Excluding VAT	Total Price LKR Excluding VAT	VAT	Total Price LKR Including VAT
	Education Office - Administration Division					
2.18	Kelaniya Zonal Education Office - Administration Division	01				
2.19	Minuwangoda Zonal Education Office - Administration Division	01				
2.20	Negambo Zonal Education Office - Administration Division	01				
<b>3</b>	<b>Hardware equipment</b>					
3.1	Notebook Computers	60				
3.2	Document Scanners (A4)	40				
3.3	Document Scanners (A3)	20				
4	Support and Maintenance for DMS	4 <sup>th</sup> Year				
		5 <sup>th</sup> Year				
		6 <sup>th</sup> Year				
<b>Total</b>						

Name \_\_\_\_\_

In the capacity of \_\_\_\_\_

Signed \_\_\_\_\_

Duly authorized to sign the Bid for and on behalf of \_\_\_\_\_

Date \_\_\_\_\_

## Bid Security Bank Guarantee

[insert bank's name, and address of issuing branch or office] <sup>1</sup>

**Beneficiary:** *[insert name and address of the purchaser]*

**Date:** *[insert date (as day, month, and year)]*

**Bid Security No.:** *[insert number]*

We have been informed that . . . . . *[insert name of the bidder]* . . . . . (hereinafter called "the Bidder") has submitted to you its bid dated . . . . . *[insert date (as day, month, and year)]* . . . . . (hereinafter called "the Bid") for the execution of . . . . . *[insert name of contract]* . . . . . under Invitation for Bids No. . . . . *[insert IFB number]* . . . . . ("the IFB").

Furthermore, we understand that, according to your conditions, bids must be supported by a bid guarantee.

At the request of the Bidder, we . . . . . *[insert name of bank]* . . . . . hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of . . . . . *[insert amount in words][insert amount in figures]* . . . . . upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder

- (a) has withdrawn its Bid during the period of bid validity specified by the Bidder in the Technical Bid Submission Sheet and Price Bid Submission Sheet; or
- (b) does not accept the correction of errors in accordance with the Instructions to Bidders (hereinafter "the ITB"); or
- (c) having been notified of the acceptance of its Bid by the Purchaser during the period of bid validity, (i) fails or refuses to execute the Contract Agreement; or (ii) fails or refuses to furnish the Performance Security, in accordance with the ITB.

This guarantee will expire: (a) if the Bidder is the successful Bidder, upon our receipt of copies of the Contract Agreement signed by the Bidder and the Performance Security issued to you upon the instruction of the Bidder; or (b) if the Bidder is not the successful Bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder of the name of the successful Bidder, or (ii) 28 days after the expiration of the Bidder's bid.

Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.

. . . . . Authorized signature(s) and bank's seal (where appropriate) . . . . .

**-- Note --**

In case of a joint venture, the bid security must be in the name of all partners to the joint venture that submits the bid.
---

<sup>1</sup> All italicized text is for use in preparing this form and shall be deleted from the final document.

## Manufacturer's Authorization

Date: ..... *[insert date (as day, month, and year) of bid submission]* .....

NCB No.: ..... *[insert number of bidding process]* .....

To: ..... *[insert complete name of the purchaser]* .....

### WHEREAS

We ..... *[insert complete name of the manufacturer]* ....., who are official manufacturers of ..... *[insert type of goods manufactured]* ....., having factories at ..... *[insert full address of manufacturer's factories]* ....., do hereby authorize ..... *[insert complete name of the bidder]* ..... to submit a bid the purpose of which is to provide the following goods, manufactured by us ..... *[insert name and/or brief description of the goods]* ....., and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Clause 28 of the General Conditions, with respect to the goods offered by the above firm.

Signed: *[insert signature(s) of authorized representative(s) of the manufacturer]*

Name: *[insert complete name(s) of authorized representative(s) of the manufacturer]*

Title: *[insert title]*

Duly authorized to sign this Authorization on behalf of *[insert complete name of the manufacturer]*

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ *[insert date of signing]*

### **-- Note --**

All italicized text is for use in preparing this form and shall be deleted from the final document.  
 The bidder shall require the manufacturer to fill out this form in accordance with the instructions indicated. This letter of authorization should be signed by a person with the proper authority to sign documents that are binding on the manufacturer.  
 The bidder shall include it in its bid, if so indicated in the Bid Data Sheet (BDS).



## Bidder's Qualification

To establish its qualifications to perform the contract in accordance with Section 3 (Evaluation and Qualification Criteria), the Bidder shall provide the information requested in the corresponding Information Sheets included hereunder.

### Form ELI - 1: Bidder's Information Sheet

Bidder's Information	
<b>Bidder's legal name</b>	
<b>In case of a Joint Venture, legal name of each partner</b>	
<b>Bidder's country of constitution</b>	
<b>Bidder's year of constitution</b>	
<b>Bidder's legal address in country of constitution</b>	
<b>Bidder's authorized representative</b> (name, address, telephone number(s), fax number(s) and e-mail address)	
<p><b>Attached are copies of the following documents:</b></p> <p><input type="checkbox"/> 1. In case of a single entity, articles of incorporation or constitution of the legal entity named above, in accordance with ITB 4.1 and ITB 4.2</p> <p><input type="checkbox"/> 2. Authorization to represent the firm or Joint Venture named above, in accordance with ITB 22.2</p> <p><input type="checkbox"/> 3. In case of a Joint Venture, a letter of intent to form a Joint Venture or Joint Venture agreement, in accordance with ITB 4.1</p>	

**Form ELI - 2: Joint Venture Information Sheet**

Each member of the Joint Venture must fill out this form separately.

<b>Joint Venture Information</b>	
<b>Bidder's legal name</b>	
<b>Joint Venture Partner's legal name</b>	
<b>Joint Venture Partner's country of constitution</b>	
<b>Joint Venture Partner's year of constitution</b>	
<b>Joint Venture Partner's legal address in country of constitution</b>	
<b>Joint Venture Partner's authorized representative information</b> (name, address, telephone number(s), fax number(s) and e-mail address)	
<b>Attached are copies of the following documents:</b> <ul style="list-style-type: none"> <li><input type="checkbox"/> 1. Articles of incorporation or constitution of the legal entity named above, in accordance with ITB 4.1 and ITB 4.2</li> <li><input type="checkbox"/> 2. Authorization to represent the firm named above, in accordance with ITB 22.2</li> </ul>	

**Form ELI - 3: Eligibility**

Each member of the Joint Venture must fill out this form separately.

<b>Eligibility Requirement</b>	
<i>Requirement</i>	<i>Bidder's Response</i>
1) Shall possess legal rights to supply the requirement under this contract.	
2) Shall not have been blacklisted.	
3) Requirements specified under ITB Clause 4.	

**Form EXP - 1: Contractual Experience**

Fill out one (1) form per contract.

Contractual Experience		
Contract No . . . . . of . . . . .	Contract Identification	
Award Date	Completion Date	
Role in Contract	<input type="checkbox"/> Manufacturer <input type="checkbox"/> Supplier <input type="checkbox"/> Subcontractor	
Total Contract Amount		
If partner in a joint venture or subcontractor, specify participation of total contract amount	Percent of Total	Amount
Purchaser's name Address Telephone/Fax Number E-mail		
Description of the Similarity in Accordance with Criterion 2.2.1 of Section 3 (Evaluation and Qualification Criteria)		
<i>Requirement</i>	<i>Bidder's Response</i>	
Successful completion as main supplier within the last 03 years, of at least 03 contracts with nature and complexity similar to the scope of supply described in Section 6 (Schedule of Supply).		

**- Note -**

This form shall only be included if Criterion 2.2.1 of Section 3 (Evaluation and Qualification Criteria) is applicable.

**Form EXP - 2: Technical Experience**

<b>Technical Experience</b>	
<b>Requirements in Accordance with Criterion 2.2.2 of Section 3 (Evaluation and Qualification Criteria)</b>	
<i>Requirement</i>	<i>Bidder's Response</i>
<p>The Bidder shall demonstrate that the goods offered have</p> <ul style="list-style-type: none"> <li>(i) been in production for at least three (3) years, and</li> <li>(ii) been deployed a minimum of three (3) Document Management Systems/Solutions of similar type and specification over the last three (3) years;</li> </ul> <p>(ii)a. Bidder shall provide details of the above mentioned deployments</p> <ul style="list-style-type: none"> <li>• Name of the Client</li> <li>• Sector-Public or Private</li> <li>• Product Name and Version</li> <li>• Scope of work</li> <li>• Details of Cloud Environment</li> <li>• Go Live Date</li> <li>• Duration of implementation</li> <li>• Number of Users/License</li> <li>• Number of Location/Sites</li> <li>• Contact details of the client/s</li> <li>• Hardware used for the Document Management System</li> </ul>	

**- Note -**

This form shall only be included if Criterion 2.2.2 of Section 3 (Evaluation and Qualification Criteria) is applicable. Add pages as necessary. The Purchaser reserves the right to verify authenticity of Bidder submissions.

**Form EXP - 3: Team required for the deployment of Cross Government Digital Document Management & Internal Workflow System**

<b>Team Requirement in Accordance with Criterion 2.2.3 of Section 3 (Evaluation and Qualification Criteria)</b>	
<i>Requirement</i>	<i>Bidder's Response</i>
<p>The Bidder or manufacturer shall demonstrate the Team composition to successfully deploy the Cross Government Digital Document Management &amp; Internal Workflow System in 20 Government Institutions.</p> <p>Composition of the team should be as follows;</p> <p>Bidder should provide complete Curriculum Vitae for the each member of the Team.</p> <ol style="list-style-type: none"> <li>1. Project Manager - At least (05) five years of Project Management Experience</li> <li>2. Business Process Analyst/s - At least (02) two years of Business Analysis Experience</li> <li>3. Document Management System Specialist - At least (03) three years of Document Digitization, Classification and Archiving Experience</li> <li>4. ICT Infrastructure Specialist - At least (03) three years of specialization in ICT infrastructure</li> <li>5. Onsite Project Coordinators (20 Nos.) - At least (02) years of experience in Document Management System Domain</li> </ol> <p>The Onsite Project Coordinator is responsible for directing, organizing, controlling project activities and providing technical assistance to users at the sites.</p>	

**- Note -**

This form shall only be included if Criterion 2.2.3 of Section 3 (Evaluation and Qualification Criteria) is applicable. The Purchaser reserves the right to verify authenticity of Bidder submissions.

**Form FIN - 1: Historical Financial Performance**

Each Bidder must fill out this form.

In case of a Joint Venture, each Joint Venture Partner must fill out this form separately and provide the Joint Venture Partner's name below:

Joint Venture Partner: \_\_\_\_\_

Financial Data for Previous ___ Years [LKR]		
Year 1:	Year 2:	Year ___:

**Information from Balance Sheet**

<b>Total Assets (TA)</b>			
<b>Total Liabilities (TL)</b>			
<b>Net Worth = TA-TL</b>			
<b>Current Assets (CA)</b>			
<b>Current Liabilities (CL)</b>			
<b>Working Capital = CA - CL</b>			

<b>Most Recent Working Capital</b>		To be obtained for most recent year and carried forward to FIN - 3 Line 1; in case of joint ventures, to the corresponding Joint Venture Partner's FIN - 3.
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**Information from Income Statement**

<b>Total Revenues</b>			
<b>Profits Before Taxes</b>			
<b>Profits After Taxes</b>			

- Attached are copies of financial statements (balance sheets including all related notes, and income statements) for the last \_\_\_ years, as indicated above, complying with the following conditions:
- Unless otherwise required by Section 3 of the Bidding Documents, all such documents reflect the financial situation of the legal entity or entities comprising the Bidder and not the Bidder's parent companies, subsidiaries, or affiliates.
  - Historical financial statements must be audited by a certified accountant.
  - Historical financial statements must be complete, including all notes to the financial statements.
  - Historical financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).

**- Note -**

This form shall only be included if Criterion 2.3.1 of Section 3 (Evaluation and Qualification Criteria) is applicable.

**Form FIN - 2: Size of Operation (Average Annual Turnover)**

Each Bidder must fill out this form.

The information supplied should be the Annual Turnover of the Bidder or each member of a Joint Venture in terms of the amounts billed to clients for each year for work in progress or completed.

In case of a Joint Venture, each Joint Venture Partner must fill out this form separately and provide the Joint Venture Partner's name below:

Joint Venture Partner: \_\_\_\_\_

<b>Annual Turnover Data for the Last . . . Years</b>		
<b>Year</b>	<b>Amount Currency</b>	<b>LKR</b>
<b>Average Annual Turnover</b>		

**- Note -**

This form shall only be included if Criterion 2.3.2 of Section 3 (Evaluation and Qualification Criteria) is applicable.



# Section 5 Schedule of Supply

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## **Implementation of Cross Government Digital Document Management & Internal Workflow System For 20 Government Institutions (Phase I)**

### **1. Introduction of the project**

Implement a Cross Government Digital Document Management and Internal Workflow System to the selected government institutions by understanding the requirement to manage and control documents according to the instructions, guidelines and policies given by the respective government institutions.

#### **a) Proposed approach**

The proposed solution shall consist a portfolio of software and hardware components including a digital document management system, internal workflow system, cloud storage, hardware, related other software and licensing. The solution also comprise of training of staff and continuous support.

Through this project it is expected to scan and digitize all the documents which are at the Government institutions. The documents will be systematically stored and later retrieved for processing or references. These documents will be encrypted and systematically stored in digital form.

The solution is to be hosted on the Lanka Government Cloud (LGC) which provides Infrastructure as a Service (IaaS).

It is expected that the proposed project of implementing a Cross Government Digital Document Management and Internal Workflow System would facilitate twenty (20) government institutions in phase one to manage their documents in an efficient manner.

#### **b) Key objectives**

- Stream line service delivery processes of the government institution.
- Improved productivity and efficiency of the Government services.
- Minimized unnecessary expenditure on stationery, storage and administrative operations
- Provide secure storage and backup of all documents in a document library
- Provide measures to maintain restricted access to confidential documents

**c) Solution**

The proposed Document Management solution intends to facilitate management of documents for government institutions in a virtual environment. The heart of the system is a single repository for all the electronic documents of an institution, centrally structured and controlled so that each user has specific rights in specific directories or sub-directories, according to the authorization that they are given. And it carries out all the functions of management and control of administrative documents such as classification, description, searching, setting up rules and access control. The solution should be able to apply the rules of conservation to all documents with the same classification and retrieve all the information associated with a record or subject using a single search.

It is also a common occurrence for data in third party applications to be related to documents that have come from outside or that have been created within the institution. If these documents are archived within the proposed solution, then it should be possible to integrate the reference of the electronic record into the proposed solution.

Comprehensive training sessions will be conducted to different levels of users to familiarize them with the system. A train the trainer program will also be conducted during the training sessions to sustain the project.

A well-structured change management program will be executed with the support of the top management of the selected government institutions to adopt the digital culture in their respective government institutions.

## 1. List of Goods and Related Services

Item No.	Item Description	Implementation Details	Related Services
1.	Document Management and Internal Workflow System	a) Platform will be hosted in Lanka Government Cloud (LGC) which provides Infrastructure as a service (IaaS). b) Should coordinate with the LGC team at ICTA during the implementation stage. c) Server operating system with the license should be installed. d) Database should be configured. e) Secure Socket Layer (SSL) certificates should be installed. f) Platform should be configured.	Supply, delivery, installation & maintenance
2	Configuration of Workflows	Design and develop internal work flows and document repositories. i) Architecture and configuration details for 20 institutions ii) User Manual per institution iii) UAT report per institution iv) OAT report per institution	
2.1	Police Recruitment Division	The proposed solution should be able to handle the documents related to Police Recruitment process. All the documents will be scanned and upload into the LGC and the system will generate individual profiles for each recruiters. The proposed solution will provide relevant officials to access to view, edit, approve and to perform other activities using the internal workflow. The system will be accessible by any device with a secured authentication. This solution will give the ability to manage all the transaction documents related to the recruitment	

		<p>process.</p> <p>Based on the above high-level requirement and by visiting the Police Recruitment Division the workflow should be designed.</p> <p>Before configuring the workflow, approval for the design of the workflow should be taken from the ICTA &amp; the Police recruitment division</p>	Supply, delivery, installation & maintenance
2.2	Ministry of Higher Education and Highways – Private University Registration Division	<p>The proposed solution should be able to handle the documents related to Private University Registration process. All the documents will be scanned and upload into the LGC and the system will generate individual profiles for each university. The proposed solution will provide relevant officials to access to view, edit, approve and to perform other activities using the internal workflow. The system will be accessible by any device with a secured authentication. This solution will give the ability to manage all the transaction documents related to the private university registration process.</p> <p>Based on the above high-level requirement and by visiting the Ministry of Higher Education the workflow should be designed.</p> <p>Before configuring the workflow, approval for the design of the workflow should be taken from the ICTA &amp; the Ministry of Higher Education</p>	
2.3	Presidential Secretariat – Administration Division	<p>All the personal documents will be scanned and upload into the LGC and the system will generate individual profiles for each staff member. The proposed solution will provide relevant officials to access to view, edit, approve and to perform other activities using the internal</p>	

		<p>workflow. The system will be accessible by any device with a secured authentication. This solution will give the ability to manage all the transactions related to the personal files.</p> <p>Based on the above high-level requirement and by visiting the Presidential Secretariat the workflow should be designed.</p> <p>Before configuring the workflow, approval for the design of the workflow should be taken from the ICTA &amp; the Presidential Secretariat</p>	Supply, delivery, installation & maintenance
2.4	Ministry of Foreign Affairs – Protocol Division	<p>The proposed solution should be able to handle the documents related to following activities of the protocol division:</p> <ul style="list-style-type: none"> <li>• Visa process</li> <li>• Preparation of ID card</li> <li>• Privilege Management (customs, vehicle, fuel and other benefits)</li> <li>• Printing and publication of Diplomatic Consular and Other Representatives Sri Lanka</li> <li>• VIP reservation - eligibility check</li> <li>• e-forms to eliminate redundant data collection fields</li> <li>• Management of Honorary Councils (eligibility, appointments and expirations)</li> </ul> <p>All the documents will be scanned and upload into the LGC and the system will generate individual profiles for foreign delegates. The proposed solution will provide relevant officials to access to view, edit, approve and to perform other activities using the internal workflow. The system will be accessible by any device with a secured authentication. This solution will give the ability to manage all the transactions</p>	

		<p>documents related to the said processes.</p> <p>Based on the above high-level requirement and by visiting the Ministry of Foreign Affairs – Protocol Division the workflow should be designed.</p> <p>Before configuring the workflow, approval for the design of the workflow should be taken from the ICTA &amp; the Ministry of Foreign Affairs – Protocol Division</p>	Supply, delivery, installation & maintenance
2.5	Ministry of Skill Development and Vocational Training Administration Division	All the personal documents will be scanned and upload into the LGC and the system will generate individual profiles for each staff member. The proposed solution will provide relevant officials to access to view, edit, approve and to perform other activities using the internal workflow. The system will be accessible by any device with a secured authentication. This solution will give the ability to manage all the transactions related to the personal files.	
2.6	Ministry of Plantation Industries	All the personal documents will be scanned and upload into the LGC and the system will generate individual profiles for each staff member. The proposed solution will provide relevant officials to access to view, edit, approve and to perform other activities using the internal workflow. The system will be accessible by any device with a secured authentication.	
2.7	Ministry of Petroleum Resources Development - Administration, Procurement and Development Planning Divisions	All the personal documents, procurement files and development planning files such as cabinet papers, decisions, agreements, minutes and etc. will be scanned and upload into the LGC. The proposed solution will provide relevant officials to access to view, edit, approve and to perform other activities using the internal workflow. The system will be accessible by any device with a	

		<p>secured authentication. This solution will give the ability to manage all the transactions related to the said files.</p> <p>Based on the above high-level requirement and by visiting the Ministry of Petroleum Resources Development the workflow should be designed.</p> <p>Before configuring the workflow, approval for the design of the workflow should be taken from the ICTA &amp; the Ministry of Petroleum Resources Development</p>	Supply, delivery, installation & maintenance
2.8	Public Service Commission – Administration Division	<p>All the personal documents will be scanned and upload into the LGC and the system will generate individual profiles for each staff member. The proposed solution will provide relevant officials to access to view, edit, approve and to perform other activities using the internal workflow. The system will be accessible by any device with a secured authentication. This solution will give the ability to manage all the transactions related to the personal documents.</p> <p>Based on the above high-level requirement and by visiting the Public Service Commission – Administration Division the workflow should be designed.</p> <p>Before configuring the workflow, approval for the design of the workflow should be taken from the ICTA &amp; the Public Service Commission – Administration Division</p>	
2.9	Ministry of Ports and Shipping – Administration Division	<p>The proposed solution should be able to handle the personal documents related to the ministry staff of the Ministry of Ports and Shipping. With this solution, the following subjects will be managed:</p> <ul style="list-style-type: none"> <li>• Staff Officers documents</li> <li>• Development Officers</li> </ul>	



		<p>documents</p> <ul style="list-style-type: none"> <li>• Management Assistants documents</li> <li>• Drivers documents</li> <li>• KKS documents</li> <li>• Pension documents</li> </ul> <p>This solution will give the ability to manage all the transactions related to the personal files.</p> <p>Based on the above high-level requirement and by visiting the Ministry of Ports and Shipping – Administration Division the workflow should be designed.</p> <p>Before configuring the workflow, approval for the design of the workflow should be taken from the ICTA &amp; the Ministry of Ports and Shipping – Administration Division</p>	Supply, delivery, installation & maintenance
2.10	Department of Rubber Development – Administration Division	<p>All the personal documents will be scanned and upload into the LGC and the system will generate individual profiles for each staff member. The proposed solution will provide relevant officials to access to view, edit, approve and to perform other activities using the internal workflow. The system will be accessible by any device with a secured authentication.</p> <p>Based on the above high-level requirement and by visiting the Department of Rubber Development – Administration Division the workflow should be designed.</p> <p>Before configuring the workflow, approval for the design of the workflow should be taken from the ICTA &amp; the Department of Rubber Development – Administration Division.</p>	
2.11	Ministry of Education – Administration Division	<p>All the personal documents will be scanned and upload into the LGC and the system will generate individual profiles for each staff</p>	

		<p>member. The proposed solution will provide relevant officials to access to view, edit, approve and to perform other activities using the internal workflow. The system will be accessible by any device with a secured authentication.</p> <p>Based on the above high-level requirement and by visiting the Ministry of Education – Administration Division the workflow should be designed.</p> <p>Before configuring the workflow, approval for the design of the workflow should be taken from the ICTA &amp; the Ministry of Education – Administration Division.</p>	Supply, delivery, installation & maintenance
2.12	Western Provincial Education Department - Administration Division	<p>All the personal documents will be scanned and upload into the LGC and the system will generate individual profiles for each staff member. The proposed solution will provide relevant officials to access to view, edit, approve and to perform other activities using the internal workflow. The system will be accessible by any device with a secured authentication.</p> <p>Based on the above high-level requirement and by visiting the Western Provincial Education Department – Administration Division the workflow should be designed.</p> <p>Before configuring the workflow, approval for the design of the workflow should be taken from the ICTA &amp; the Western Provincial Education Department – Administration Division.</p>	
2.13	Colombo Zonal Education Office - Administration Division	<p>All the personal documents will be scanned and upload into the LGC and the system will generate individual profiles for each staff member. The proposed solution will</p>	

		<p>provide relevant officials to access to view, edit, approve and to perform other activities using the internal workflow. The system will be accessible by any device with a secured authentication.</p> <p>Based on the above high-level requirement and by visiting the Colombo Zonal Education Office – Administration Division the workflow should be designed.</p> <p>Before configuring the workflow, approval for the design of the workflow should be taken from the ICTA &amp; the Colombo Zonal Education Office – Administration Division.</p>	
2.14	Homagama Zonal Education Office - Administration Division	<p>All the personal documents will be scanned and upload into the LGC and the system will generate individual profiles for each staff member. The proposed solution will provide relevant officials to access to view, edit, approve and to perform other activities using the internal workflow. The system will be accessible by any device with a secured authentication.</p> <p>Based on the above high-level requirement and by visiting the Homagama Zonal Education Office – Administration Division the workflow should be designed.</p> <p>Before configuring the workflow, approval for the design of the workflow should be taken from the ICTA &amp; the Homagama Zonal Education Office – Administration Division.</p>	
2.15	Piliyandala Zonal Education Office - Administration Division	<p>All the personal documents will be scanned and upload into the LGC and the system will generate individual profiles for each staff</p>	

		<p>member. The proposed solution will provide relevant officials to access to view, edit, approve and to perform other activities using the internal workflow. The system will be accessible by any device with a secured authentication.</p> <p>Based on the above high-level requirement and by visiting the Piliyandala Zonal Education Office – Administration Division the workflow should be designed.</p> <p>Before configuring the workflow, approval for the design of the workflow should be taken from the ICTA &amp; the Piliyandala Zonal Education Office – Administration Division.</p>	
2.16	Sri Jayawardhanapura Zonal Education Office - Administration Division	<p>All the personal documents will be scanned and upload into the LGC and the system will generate individual profiles for each staff member. The proposed solution will provide relevant officials to access to view, edit, approve and to perform other activities using the internal workflow. The system will be accessible by any device with a secured authentication.</p> <p>Based on the above high-level requirement and by visiting the Sri Jayawardhanapura Zonal Education Office – Administration Division the workflow should be designed.</p> <p>Before configuring the workflow, approval for the design of the workflow should be taken from the ICTA &amp; the Sri Jayawardhanapura Zonal Education Office – Administration Division.</p>	
2.17	Gampaha Zonal Education Office - Administration Division	<p>All the personal documents will be scanned and upload into the LGC and the system will generate individual profiles for each staff</p>	

		<p>member. The proposed solution will provide relevant officials to access to view, edit, approve and to perform other activities using the internal workflow. The system will be accessible by any device with a secured authentication.</p> <p>Based on the above high-level requirement and by visiting the Gampaha Zonal Education Office – Administration Division the workflow should be designed.</p> <p>Before configuring the workflow, approval for the design of the workflow should be taken from the ICTA &amp; the Gampaha Zonal Education Office – Administration Division.</p>	
2.18	Kelaniya Zonal Education Office - Administration Division	<p>All the personal documents will be scanned and upload into the LGC and the system will generate individual profiles for each staff member. The proposed solution will provide relevant officials to access to view, edit, approve and to perform other activities using the internal workflow. The system will be accessible by any device with a secured authentication.</p> <p>Based on the above high-level requirement and by visiting the Kelaniya Zonal Education Office – Administration Division the workflow should be designed.</p> <p>Before configuring the workflow, approval for the design of the workflow should be taken from the ICTA &amp; the Kelaniya Zonal Education Office – Administration Division.</p>	
2.19	Minuwangoda Zonal Education Office - Administration Division	<p>All the personal documents will be scanned and upload into the LGC and the system will generate individual profiles for each staff member. The proposed solution will</p>	

		<p>provide relevant officials to access to view, edit, approve and to perform other activities using the internal workflow. The system will be accessible by any device with a secured authentication.</p> <p>Based on the above high-level requirement and by visiting the Minuwangoda Zonal Education Office – Administration Division the workflow should be designed.</p> <p>Before configuring the workflow, approval for the design of the workflow should be taken from the ICTA &amp; the Minuwangoda Zonal Education Office – Administration Division.</p>	
2.20	Negambo Zonal Education Office - Administration Division	<p>All the personal documents will be scanned and upload into the LGC and the system will generate individual profiles for each staff member. The proposed solution will provide relevant officials to access to view, edit, approve and to perform other activities using the internal workflow. The system will be accessible by any device with a secured authentication.</p> <p>Based on the above high-level requirement and by visiting the Negambo Zonal Education Office – Administration Division the workflow should be designed.</p> <p>Before configuring the workflow, approval for the design of the workflow should be taken from the ICTA &amp; the Negambo Zonal Education Office – Administration Division.</p>	
<b>3</b>	<b>Hardware equipment</b>		
3.1	Notebook	<p>i) User Manual  ii) Hardware UAT report  iii) First-level troubleshoot guidelines</p>	<ul style="list-style-type: none"> <li>• Supply, delivery &amp; installation</li> <li>• Onsite Warranty and maintenance for three</li> </ul>

			years
3.2	Document Scanner (A4)	i) User Manual ii) Hardware UAT report iii) First-level troubleshoot guidelines	<ul style="list-style-type: none"> <li>• Supply, delivery &amp; installation</li> <li>• Onsite Warranty and maintenance for three years</li> </ul>
3.3	Document Scanners (A3)	i) User Manual ii) Hardware UAT report iii) First-level troubleshoot guidelines	<ul style="list-style-type: none"> <li>• Supply, delivery &amp; installation</li> <li>• Onsite Warranty and maintenance for three years</li> </ul>
4	System training and workshops	<p>a) Vendor is required to provide necessary training throughout the implementation life cycle, pre-deployment 03 workshops and post-deployment 05 workshops to the users of the systems deployed for each of the institutions and ensure the successful adaptation.</p> <p>b) A train the trainer program will be conducted during the training sessions to sustain the project</p> <p>c) Venues will be arranged by ICTA</p>	Resource persons and training materials

## 2. Delivery and Completion Schedule

Item No.	Description of Goods or Related Services	Location	Duration of completion of installation & configuration
01	Implementation of Cross Government Digital Document Management & Internal Workflow System for 20 Government Institutions	<ul style="list-style-type: none"> <li>• Police Recruitment Division</li> <li>• Ministry of Higher Education and Highways – Private University Registration Division</li> <li>• Presidential Secretariat – Administration Division</li> <li>• Ministry of Foreign Affairs – Protocol Division</li> <li>• Ministry of Skill Development and Vocational Training Administration Division</li> <li>• Ministry of Plantation Industries</li> <li>• Ministry of Petroleum Resources Development Administration, Procurement and Development Planning Divisions</li> <li>• Public Service Commission – Administration Division</li> <li>• Ministry of Ports and Shipping – Administration Division</li> <li>• Department of Rubber Development – Administration Division</li> <li>• Ministry of Education – Administration Division</li> <li>• Western Provincial Education Department - Administration Division</li> <li>• Colombo Zonal Education Office - Administration Division</li> <li>• Homagama Zonal Education Office - Administration Division</li> <li>• Piliyandala Zonal Education Office - Administration Division</li> <li>• Sri Jayawardhanapura Zonal Education Office - Administration Division</li> <li>• Gampaha Zonal Education Office - Administration Division</li> <li>• Kelaniya Zonal Education Office - Administration Division</li> <li>• Minuwangoda Zonal Education Office - Administration Division</li> <li>• Negambo Zonal Education Office - Administration Division</li> </ul>	<p>UAT should be completed within 05 months from the date of contract</p> <p>OAT should be completed within 06 months from the date of contract</p>



### 3. Technical/Functional Specifications

The Technical/Functional specifications should be provided in the following format. The bidder shall fill the columns 3 and 4. Bidder's failure to provide the information requested in the columns 3 and 4 may be a reason for the rejection of the bid. If any discrepancy is observed between the information provided by the bidder in the columns 3 and 4 and the other technical/functional information attached to the bid, the information provided herein shall take precedence.

#### 1. Cross Government Digital Document Management and Internal Workflow System

<b>Name of the Product Offered</b>	
<b>Version of the Product</b>	
<b>Developed Year</b>	

#	<b>Purchaser's Requirements</b>  <b>Technical/Functional Features</b> <b>(1)</b>	<b>Sub Component of Technical/Functional Features</b>  <b>(2)</b>	<b>Bidder's Offer</b>  <b>(Bidder should <u>describe</u> details of Technical/ Functional features of the offered product)</b>  <b>(3)</b>	<b>Document Reference (Page Number/s)</b>  <b>(4)</b>
1	Scanning	1.1. Embedded GUI for web based scanning		

#	Purchaser's Requirements  Technical/ Functional Features (1)	Sub Component of Technical/Functional Features  (2)	Bidder's Offer  (Bidder should <u>describe</u> details of Technical/ Functional features of the offered product)  (3)	Document Reference (Page Number/s)  (4)
		1.2. Add scanned images to existing repository		
		1.3. Automatic Optical Character Recognition (OCR) and full-text indexing of scanned images		
		1.4. Automatic Barcode recognition		
		1.5. Automatic QR code recognition		

#	<b>Purchaser's Requirements</b>  <b>Technical/ Functional Features</b> <b>(1)</b>	<b>Sub Component of Technical/Functional Features</b>  <b>(2)</b>	<b>Bidder's Offer</b>  <b>(Bidder should <u>describe</u> details of Technical/ Functional features of the offered product)</b>  <b>(3)</b>	<b>Document Reference</b> <b>(Page Number/s)</b>  <b>(4)</b>
		1.6. Import scanned batches from another location		
		1.7. Define specific scan configurations through scan profiles		
		Other details/Remarks		

#	<b>Purchaser's Requirements</b>  <b>Technical/ Functional Features</b> <b>(1)</b>	<b>Sub Component of Technical/Functional Features</b>  <b>(2)</b>	<b>Bidder's Offer</b>  <b>(Bidder should <u>describe</u> details of Technical/ Functional features of the offered product)</b>  <b>(3)</b>	<b>Document Reference (Page Number/s)</b>  <b>(4)</b>
2	Document Classification	2.1. Provide a multi-faceted document classification scheme		
		Other details/Remarks		

#	<b>Purchaser's Requirements</b>  <b>Technical/Functional Features</b> <b>(1)</b>	<b>Sub Component of Technical/Functional Features</b>  <b>(2)</b>	<b>Bidder's Offer</b>  <b>(Bidder should <u>describe</u> details of Technical/ Functional features of the offered product)</b>  <b>(3)</b>	<b>Document Reference</b> <b>(Page Number/s)</b>  <b>(4)</b>
3	Archiving	3.1. Backup previous versions of the documents		
		3.2. Define a retention period of archived documents		
		Other details/Remarks		

#	Purchaser's Requirements  Technical/ Functional Features (1)	Sub Component of Technical/Functional Features  (2)	Bidder's Offer  (Bidder should <u>describe</u> details of Technical/ Functional features of the offered product)  (3)	Document Reference (Page Number/s)  (4)
4	Searching	4.1. Free text search		
		4.2. Search by tags and keywords		
		4.3. Advanced query search		
		4.4. Save Searches for future reference		

#	<b>Purchaser's Requirements</b>  <b>Technical/Functional Features</b> <b>(1)</b>	<b>Sub Component of Technical/Functional Features</b>  <b>(2)</b>	<b>Bidder's Offer</b>  <b>(Bidder should <u>describe</u> details of Technical/ Functional features of the offered product)</b>  <b>(3)</b>	<b>Document Reference</b> <b>(Page Number/s)</b>  <b>(4)</b>
		4.5. Filter content by user defined fields		
		Other details/Remarks		
5	Storage	5.1. Capable of storing individual scanned documents		
		5.2. Option to generate folders and sub folders to store documents		

#	<b>Purchaser's Requirements</b>  <b>Technical/Functional Features</b> <b>(1)</b>	<b>Sub Component of Technical/Functional Features</b>  <b>(2)</b>	<b>Bidder's Offer</b>  <b>(Bidder should <u>describe</u> details of Technical/ Functional features of the offered product)</b>  <b>(3)</b>	<b>Document Reference</b> <b>(Page Number/s)</b>  <b>(4)</b>
		5.3. Option to generate unique file name		
		5.4. Store scanned documents in cloud storage		
		Other details/Remarks		



#	<b>Purchaser's Requirements</b>  <b>Technical/ Functional Features</b> <b>(1)</b>	<b>Sub Component of Technical/Functional Features</b>  <b>(2)</b>	<b>Bidder's Offer</b>  <b>(Bidder should <u>describe</u> details of Technical/ Functional features of the offered product)</b>  <b>(3)</b>	<b>Document Reference</b> <b>(Page Number/s)</b>  <b>(4)</b>
6	Document Viewing	6.1. Non visible watermarking within image to mark a specialized digital content to prove its authenticity.		
		6.2. Shall adopt data compression and de-compression technologies to minimize the network traffic		
		Other details/Remarks		

#	Purchaser's Requirements  Technical/ Functional Features (1)	Sub Component of Technical/Functional Features  (2)	Bidder's Offer  (Bidder should <u>describe</u> details of Technical/ Functional features of the offered product)  (3)	Document Reference (Page Number/s)  (4)
7	Document editing	7.1. Annotations		
		7.2. Append		
		7.3. Bookmarks		
		7.4. Check-In / Check-Out stamps		
		7.5. Split a document		

#	<b>Purchaser's Requirements</b>  <b>Technical/ Functional Features</b> <b>(1)</b>	<b>Sub Component of Technical/Functional Features</b>  <b>(2)</b>	<b>Bidder's Offer</b>  <b>(Bidder should <u>describe</u> details of Technical/ Functional features of the offered product)</b>  <b>(3)</b>	<b>Document Reference</b> <b>(Page Number/s)</b>  <b>(4)</b>
		7.6. Join multiple documents		
		7.7. Rotate, Zoom and Colour Mode change		
		7.8. Link existing documents in the DMS to other data repositories (Add, tag URL).		
		Other details/Remarks		

#	<b>Purchaser's Requirements</b>  <b>Technical/ Functional Features</b> <b>(1)</b>	<b>Sub Component of Technical/Functional Features</b>  <b>(2)</b>	<b>Bidder's Offer</b>  <b>(Bidder should <u>describe</u> details of Technical/ Functional features of the offered product)</b>  <b>(3)</b>	<b>Document Reference (Page Number/s)</b>  <b>(4)</b>
8	Document deleting	8.1. Documents or pages of documents should not be deleted. It can be moved to an archive folder with an audit trail. Deletion of the document can only happen by adopting a predefined process, which would require multiple administrators to approve the deletion.		

#	<b>Purchaser's Requirements</b>  <b>Technical/ Functional Features</b> <b>(1)</b>	<b>Sub Component of Technical/Functional Features</b>  <b>(2)</b>	<b>Bidder's Offer</b>  <b>(Bidder should <u>describe</u> details of Technical/ Functional features of the offered product)</b>  <b>(3)</b>	<b>Document Reference (Page Number/s)</b>  <b>(4)</b>
		8.2. All authorized deletions of scanned records (including by system administrators) should be recorded in a detail audit log.		
		Other details/Remarks		

#	<b>Purchaser's Requirements</b>  <b>Technical/Functional Features</b> <b>(1)</b>	<b>Sub Component of Technical/Functional Features</b>  <b>(2)</b>	<b>Bidder's Offer</b>  <b>(Bidder should <u>describe</u> details of Technical/ Functional features of the offered product)</b>  <b>(3)</b>	<b>Document Reference</b> <b>(Page Number/s)</b>  <b>(4)</b>
9	Import/Export Data	9.1. Should be able to import and export any data source (voice, media and document)		
		Other details/Remarks		

#	<b>Purchaser's Requirements</b>  <b>Technical/ Functional Features</b> <b>(1)</b>	<b>Sub Component of Technical/Functional Features</b>  <b>(2)</b>	<b>Bidder's Offer</b>  <b>(Bidder should <u>describe</u> details of Technical/ Functional features of the offered product)</b>  <b>(3)</b>	<b>Document Reference (Page Number/s)</b>  <b>(4)</b>
10	Print, Fax & Email	10.1. Ability to import and export emails from and to DMS		
		10.2. Documents or selected pages from documents within the system shall be printed or faxed through an external device		
		10.3. Ability to have customize watermarks on printed documents		

#	<b>Purchaser's Requirements</b>  <b>Technical/ Functional Features</b> <b>(1)</b>	<b>Sub Component of Technical/Functional Features</b>  <b>(2)</b>	<b>Bidder's Offer</b>  <b>(Bidder should <u>describe</u> details of Technical/ Functional features of the offered product)</b>  <b>(3)</b>	<b>Document Reference</b> <b>(Page Number/s)</b>  <b>(4)</b>
		10.4. Ability to track origin of documents		
		Other details/Remarks		



#	<b>Purchaser's Requirements</b>  <b>Technical/ Functional Features</b> <b>(1)</b>	<b>Sub Component of Technical/Functional Features</b>  <b>(2)</b>	<b>Bidder's Offer</b>  <b>(Bidder should <u>describe</u> details of Technical/ Functional features of the offered product)</b>  <b>(3)</b>	<b>Document Reference (Page Number/s)</b>  <b>(4)</b>
11	Digital Signing and Security	11.1. Scanned documents must be able to be digitally signed, using server signing keys from frontend application.		
		11.2. Signing of documents using server side signing. (Signing servers do not need to be included)		
		11.3. Scanned documents and other sensitive information should always be transferred to the server over an encrypted connection (HTTPS).		

#	<b>Purchaser's Requirements</b>  <b>Technical/Functional Features</b> <b>(1)</b>	<b>Sub Component of Technical/Functional Features</b>  <b>(2)</b>	<b>Bidder's Offer</b>  <b>(Bidder should <u>describe</u> details of Technical/ Functional features of the offered product)</b>  <b>(3)</b>	<b>Document Reference</b> <b>(Page Number/s)</b>  <b>(4)</b>
		11.4. Access rights to documents should be able to be controlled through user ID		
		Other details/Remarks		

#	<b>Purchaser's Requirements</b>  <b>Technical/ Functional Features</b> <b>(1)</b>	<b>Sub Component of Technical/Functional Features</b>  <b>(2)</b>	<b>Bidder's Offer</b>  <b>(Bidder should <u>describe</u> details of Technical/ Functional features of the offered product)</b>  <b>(3)</b>	<b>Document Reference (Page Number/s)</b>  <b>(4)</b>
12	User messaging and notifications	12.1. Internal messaging system for DMS users, incorporating a history of messages sent and received.		
		12.2. Messages shall be sent with a link for a document search. The recipient shall access these documents upon receipt of the message by opening the link.		
		12.3. Reply to or forward messages		

#	<b>Purchaser's Requirements</b>  <b>Technical/ Functional Features</b> <b>(1)</b>	<b>Sub Component of Technical/Functional Features</b>  <b>(2)</b>	<b>Bidder's Offer</b>  <b>(Bidder should <u>describe</u> details of Technical/ Functional features of the offered product)</b>  <b>(3)</b>	<b>Document Reference (Page Number/s)</b>  <b>(4)</b>
		12.4. The system must be capable of internally managing or integrating with 3rd party applications and messaging platforms for user notifications.		
		Other details/Remarks		
13	Version controlling	13.1. Should provide Automatic versioning		

#	<b>Purchaser's Requirements</b>  <b>Technical/ Functional Features</b> <b>(1)</b>	<b>Sub Component of Technical/Functional Features</b>  <b>(2)</b>	<b>Bidder's Offer</b>  <b>(Bidder should describe details of Technical/ Functional features of the offered product)</b>  <b>(3)</b>	<b>Document Reference (Page Number/s)</b>  <b>(4)</b>
		13.2. Avoid confusion between different locations, different activities and different versions of the same document.		
		Other details/Remarks		
14	Quality Controlling(Autom atic/Manual)	14.1. Ensure the scanned documents completeness, clarity, usability and legibility through a QC interface.		

#	<b>Purchaser's Requirements</b>  <b>Technical/Functional Features</b> <b>(1)</b>	<b>Sub Component of Technical/Functional Features</b>  <b>(2)</b>	<b>Bidder's Offer</b>  <b>(Bidder should <u>describe</u> details of Technical/ Functional features of the offered product)</b>  <b>(3)</b>	<b>Document Reference (Page Number/s)</b>  <b>(4)</b>
		14.2. Shall be able to define QC workflow.		
		Other details/Remarks		
15	Dashboard	15.1. Monitor usage through in-built facilities for tracking activity levels and to determine daily ROI benefits for individuals, groups or the entire institution		

#	<b>Purchaser's Requirements</b>  <b>Technical/ Functional Features</b> <b>(1)</b>	<b>Sub Component of Technical/Functional Features</b>  <b>(2)</b>	<b>Bidder's Offer</b>  <b>(Bidder should <u>describe</u> details of Technical/ Functional features of the offered product)</b>  <b>(3)</b>	<b>Document Reference</b> <b>(Page Number/s)</b>  <b>(4)</b>
		15.2. Should comprise with graphs, growth analytics and monitoring service tasks		
		Other details/Remarks		

#	<b>Purchaser's Requirements</b>  <b>Technical/ Functional Features</b> <b>(1)</b>	<b>Sub Component of Technical/Functional Features</b>  <b>(2)</b>	<b>Bidder's Offer</b>  <b>(Bidder should <u>describe</u> details of Technical/ Functional features of the offered product)</b>  <b>(3)</b>	<b>Document Reference (Page Number/s)</b>  <b>(4)</b>
16	System Architecture & Design	16.1. Multi-tenant Architecture		
		16.2. Adhere to open standards, interoperability standards and Service Oriented Architecture (SOA) principles		
		16.3. Shall follow Industry recommended encryption standards		
		Other details/Remarks		



#	<b>Purchaser's Requirements</b>  <b>Technical/ Functional Features</b> <b>(1)</b>	<b>Sub Component of Technical/Functional Features</b>  <b>(2)</b>	<b>Bidder's Offer</b>  <b>(Bidder should <u>describe</u> details of Technical/ Functional features of the offered product)</b>  <b>(3)</b>	<b>Document Reference</b> <b>(Page Number/s)</b>  <b>(4)</b>
17	Scalability	17.1. Minimum 1000 concurrent login users per tenant		
		17.2. Handling of multiple storage devices		
		17.3. Unlimited filing cabinets and folders		

#	<b>Purchaser's Requirements</b>  <b>Technical/Functional Features</b> <b>(1)</b>	<b>Sub Component of Technical/Functional Features</b>  <b>(2)</b>	<b>Bidder's Offer</b>  <b>(Bidder should <u>describe</u> details of Technical/ Functional features of the offered product)</b>  <b>(3)</b>	<b>Document Reference (Page Number/s)</b>  <b>(4)</b>
		17.4. The system should easily adapt increasing Workflows and Users		
		17.5. System architecture must be capable of scaling horizontally and vertically of both users and documents.		
		Other details/Remarks		

#	<b>Purchaser's Requirements</b>  <b>Technical/ Functional Features</b> <b>(1)</b>	<b>Sub Component of Technical/Functional Features</b>  <b>(2)</b>		<b>Bidder's Offer</b>  <b>(Bidder should <u>describe</u> details of Technical/ Functional features of the offered product)</b>  <b>(3)</b>	<b>Document Reference</b> <b>(Page Number/s)</b>  <b>(4)</b>
18	Interfacing & Integrating	18.1. Shall interface and integrate through APIs	Applications		
			Devices		
			Services		
		Other details/Remarks			

#	<b>Purchaser's Requirements</b>  <b>Technical/ Functional Features</b> <b>(1)</b>	<b>Sub Component of Technical/Functional Features</b>  <b>(2)</b>	<b>Bidder's Offer</b>  <b>(Bidder should <u>describe</u> details of Technical/ Functional features of the offered product)</b>  <b>(3)</b>	<b>Document Reference (Page Number/s)</b>  <b>(4)</b>
19	API	19.1. Full set of REST API with developer guidelines must be provided.		
		19.2. Must provide Data Encryption algorithms		
		Other details/Remarks		

#	<b>Purchaser's Requirements</b>  <b>Technical/ Functional Features</b> <b>(1)</b>	<b>Sub Component of Technical/Functional Features</b>  <b>(2)</b>	<b>Bidder's Offer</b>  <b>(Bidder should <u>describe</u> details of Technical/ Functional features of the offered product)</b>  <b>(3)</b>	<b>Document Reference (Page Number/s)</b>  <b>(4)</b>
20	System Security	20.1. User logins and encrypted passwords		
		20.2. System password policy & enforcement (i.e. minimum 8 alphanumeric characters, password expiration, etc.)		
		20.3. Document level and Folder level restriction		
		20.4. Document masking for removing confidential information		

#	<b>Purchaser's Requirements</b>  <b>Technical/ Functional Features</b> <b>(1)</b>	<b>Sub Component of Technical/Functional Features</b>  <b>(2)</b>	<b>Bidder's Offer</b>  <b>(Bidder should <u>describe</u> details of Technical/ Functional features of the offered product)</b>  <b>(3)</b>	<b>Document Reference</b> <b>(Page Number/s)</b>  <b>(4)</b>
		20.5. Role based user access matrix		
		20.6. Detailed audit trail		
		20.7. Creation of user groups		
		20.8. Creation and enforcement of policies for users and user groups		

#	<b>Purchaser's Requirements</b>  <b>Technical/ Functional Features</b> <b>(1)</b>	<b>Sub Component of Technical/Functional Features</b>  <b>(2)</b>	<b>Bidder's Offer</b>  <b>(Bidder should describe details of Technical/ Functional features of the offered product)</b>  <b>(3)</b>	<b>Document Reference (Page Number/s)</b>  <b>(4)</b>
		20.9. Documented procedure for installation of patches and upgrades		
		20.10. Documented procedure for frequent backups and restoration testing		
		20.11. Documented procedure for Disaster Recovery Plan		
		Other details/Remarks		

#	<b>Purchaser's Requirements</b>  <b>Technical/Functional Features</b> <b>(1)</b>	<b>Sub Component of Technical/Functional Features</b>  <b>(2)</b>	<b>Bidder's Offer</b>  <b>(Bidder should <u>describe</u> details of Technical/ Functional features of the offered product)</b>  <b>(3)</b>	<b>Document Reference (Page Number/s)</b>  <b>(4)</b>
21	Reporting and Analytical Tool	21.1. Generate Standard and customized business reports		
		Other details/Remarks		



#	<b>Purchaser's Requirements</b>  <b>Technical/ Functional Features</b> <b>(1)</b>	<b>Sub Component of Technical/Functional Features</b>  <b>(2)</b>	<b>Bidder's Offer</b>  <b>(Bidder should <u>describe</u> details of Technical/ Functional features of the offered product)</b>  <b>(3)</b>	<b>Document Reference (Page Number/s)</b>  <b>(4)</b>
22	Overall System Administration	22.1. Creation of overall system users, user groups and roles permissions		
		22.2. Creation of tenant level users, user groups and role permissions		
		22.3. Document level, Folder level and User level permissions		
		22.4. Generate Active and Inactive user list		
		22.5. Database maintenance		

#	<b>Purchaser's Requirements</b>  <b>Technical/ Functional Features</b> <b>(1)</b>	<b>Sub Component of Technical/Functional Features</b>  <b>(2)</b>	<b>Bidder's Offer</b>  <b>(Bidder should <u>describe</u> details of Technical/ Functional features of the offered product)</b>  <b>(3)</b>	<b>Document Reference (Page Number/s)</b>  <b>(4)</b>
		22.6. System embedded backup and restoration feature		
		22.7. Generate and view logs from system		
		22.8. Generate Audit trails		
		22.9. Rich GUI workflow engine	Creation	
	Modification			
	Removal			

#	<b>Purchaser's Requirements</b>  <b>Technical/ Functional Features</b> <b>(1)</b>	<b>Sub Component of Technical/Functional Features</b>  <b>(2)</b>	<b>Bidder's Offer</b>  <b>(Bidder should <u>describe</u> details of Technical/ Functional features of the offered product)</b>  <b>(3)</b>	<b>Document Reference (Page Number/s)</b>  <b>(4)</b>
		22.10. Shall provide web based process designer		
		22.11. Task, Sub-task and Activity Management	Creation	
			Assignment	
			Closure	
			Deletion	

#	<b>Purchaser's Requirements</b>  <b>Technical/ Functional Features</b> <b>(1)</b>	<b>Sub Component of Technical/Functional Features</b>  <b>(2)</b>		<b>Bidder's Offer</b>  <b>(Bidder should describe details of Technical/ Functional features of the offered product)</b>  <b>(3)</b>	<b>Document Reference</b> <b>(Page Number/s)</b>  <b>(4)</b>
		22.12. Automated notifications (such as system malfunctions)	Email		
			SMS		
		Other details/Remarks			

#	<b>Purchaser's Requirements</b>  <b>Technical/ Functional Features</b> <b>(1)</b>	<b>Sub Component of Technical/Functional Features</b>  <b>(2)</b>	<b>Bidder's Offer</b>  <b>(Bidder should describe details of Technical/ Functional features of the offered product)</b>  <b>(3)</b>	<b>Document Reference (Page Number/s)</b>  <b>(4)</b>
23	Administrative Panel Dashboard (Dashboard should incorporate into tenant level and overall system administration interface)	23.1. Dashboard Interface for providing insights of Server CPU, RAM and Storage		
		23.2. Forecast data consumption for capacity monitoring of servers and network bandwidth usage as and when required		
		Other details/Remarks		

#	<b>Purchaser's Requirements</b>  <b>Technical/ Functional Features</b> <b>(1)</b>	<b>Sub Component of Technical/Functional Features</b>  <b>(2)</b>	<b>Bidder's Offer</b>  <b>(Bidder should <u>describe</u> details of Technical/ Functional features of the offered product)</b>  <b>(3)</b>	<b>Document Reference</b> <b>(Page Number/s)</b>  <b>(4)</b>
24	Product personalization and localization	24.1. Ability to incorporate institution specific requirements which are only available to the institution		
		Other details/Remarks		
25	UI & Viewing options	25.1. Quick & easy navigation		

#	<b>Purchaser's Requirements</b>  <b>Technical/ Functional Features</b> <b>(1)</b>	<b>Sub Component of Technical/Functional Features</b>  <b>(2)</b>	<b>Bidder's Offer</b>  <b>(Bidder should describe details of Technical/ Functional features of the offered product)</b>  <b>(3)</b>	<b>Document Reference (Page Number/s)</b>  <b>(4)</b>
		25.2. User friendly interface		
		25.3. OS supported multi Language support for commands, menus and tabs	English	
			Sinhala	
			Tamil	
		25.4. Multiple views in single user console in order to fetch data from other systems and databases for data verification purposes		
		Other details/Remarks		

#	<b>Purchaser's Requirements</b>  <b>Technical/ Functional Features</b> <b>(1)</b>	<b>Sub Component of Technical/Functional Features</b>  <b>(2)</b>	<b>Bidder's Offer</b>  <b>(Bidder should <u>describe</u> details of Technical/ Functional features of the offered product)</b>  <b>(3)</b>	<b>Document Reference</b> <b>(Page Number/s)</b>  <b>(4)</b>
26	Help	26.1. The system must have Online and Offline help facility. Help pages must be easily accessible to the users.		
		Other details/Remarks		



#	<b>Purchaser's Requirements</b>  <b>Technical/Functional Features</b> <b>(1)</b>	<b>Sub Component of Technical/Functional Features</b>  <b>(2)</b>	<b>Bidder's Offer</b>  <b>(Bidder should <u>describe</u> details of Technical/ Functional features of the offered product)</b>  <b>(3)</b>	<b>Document Reference</b> <b>(Page Number/s)</b>  <b>(4)</b>
27	User manual	27.1. Should provide a comprehensive user manual which cater to different levels of users such as end users and system administrators		
		Other details/Remarks		

#	Purchaser's Requirements  Technical/ Functional Features (1)	Sub Component of Technical/Functional Features  (2)	Bidder's Offer  (Bidder should <u>describe</u> details of Technical/ Functional features of the offered product)  (3)	Document Reference (Page Number/s)  (4)
28	User Training Plan	28.1. Should provide a comprehensive user training plan which cater to executive and non-executive staff in 20 government institutions		
		Other details/Remarks		

#	<b>Purchaser's Requirements</b>  <b>Technical/Functional Features</b> <b>(1)</b>	<b>Sub Component of Technical/Functional Features</b>  <b>(2)</b>	<b>Bidder's Offer</b>  <b>(Bidder should <u>describe</u> details of Technical/ Functional features of the offered product)</b>  <b>(3)</b>	<b>Document Reference</b> <b>(Page Number/s)</b>  <b>(4)</b>
29	Fault Tolerance	29.1. Should have the capability of identifying any hardware and software failures and take appropriate action to avoid or mitigate the fault penalty.		
		Other details/Remarks		

#	<b>Purchaser's Requirements</b>  <b>Technical/Functional Features</b> <b>(1)</b>	<b>Sub Component of Technical/Functional Features</b>  <b>(2)</b>	<b>Bidder's Offer</b>  <b>(Bidder should <u>describe</u> details of Technical/ Functional features of the offered product)</b>  <b>(3)</b>	<b>Document Reference</b> <b>(Page Number/s)</b>  <b>(4)</b>
30	Robustness	30.1. A single failure should not bring the whole system down. The system should be able to recover from all software, hardware and network failures.		
		Other details/Remarks		

#	<b>Purchaser's Requirements</b>  <b>Technical/Functional Features</b> <b>(1)</b>	<b>Sub Component of Technical/Functional Features</b>  <b>(2)</b>	<b>Bidder's Offer</b>  <b>(Bidder should <u>describe</u> details of Technical/ Functional features of the offered product)</b>  <b>(3)</b>	<b>Document Reference</b> <b>(Page Number/s)</b>  <b>(4)</b>
31	Extensibility	31.1. Ability to easily incorporate new functionalities, devices and services		
		Other details/Remarks		

#	<b>Purchaser's Requirements</b>  <b>Technical/ Functional Features</b> <b>(1)</b>	<b>Sub Component of Technical/Functional Features</b>  <b>(2)</b>	<b>Bidder's Offer</b>  <b>(Bidder should <u>describe</u> details of Technical/ Functional features of the offered product)</b>  <b>(3)</b>	<b>Document Reference (Page Number/s)</b>  <b>(4)</b>
32	User Experience	32.1. Mobile responsive		
		32.2. Desktop responsive		
		Other details/Remarks		

#	<b>Purchaser's Requirements</b>  <b>Technical/Functional Features</b> <b>(1)</b>	<b>Sub Component of Technical/Functional Features</b>  <b>(2)</b>	<b>Bidder's Offer</b>  <b>(Bidder should <u>describe</u> details of Technical/ Functional features of the offered product)</b>  <b>(3)</b>	<b>Document Reference</b> <b>(Page Number/s)</b>  <b>(4)</b>
33	Storage Repositories	33.1. NoSQL		
		33.2. Other (please specify)		
		Other details/Remarks		

#	<b>Purchaser's Requirements</b>  <b>Technical/Functional Features</b> <b>(1)</b>	<b>Sub Component of Technical/Functional Features</b>  <b>(2)</b>	<b>Bidder's Offer</b>  <b>(Bidder should <u>describe</u> details of Technical/ Functional features of the offered product)</b>  <b>(3)</b>	<b>Document Reference</b> <b>(Page Number/s)</b>  <b>(4)</b>
34	Cloud support	34.1. Shall run on cloud platforms		
		Other details/Remarks		



#	<b>Purchaser's Requirements</b>  <b>Technical/ Functional Features</b> <b>(1)</b>	<b>Sub Component of Technical/Functional Features</b>  <b>(2)</b>	<b>Bidder's Offer</b>  <b>(Bidder should <u>describe</u> details of Technical/ Functional features of the offered product)</b>  <b>(3)</b>	<b>Document Reference (Page Number/s)</b>  <b>(4)</b>
35	Web browser compatibility without installing additional plug-ins	35.1. Chrome		
		35.2. Fire Fox		
		Other details/Remarks		

#	<b>Purchaser's Requirements</b>  <b>Technical/ Functional Features</b> <b>(1)</b>	<b>Sub Component of Technical/Functional Features</b>  <b>(2)</b>	<b>Bidder's Offer</b>  <b>(Bidder should <u>describe</u> details of Technical/ Functional features of the offered product)</b>  <b>(3)</b>	<b>Document Reference (Page Number/s)</b>  <b>(4)</b>
36	Document Scanner Interface and Drivers	36.1. Shall enable any web page to acquire images from scanners in desktop without installing additional software.		
		Other details/Remarks		

#	<b>Purchaser's Requirements</b>  <b>Technical/ Functional Features</b> <b>(1)</b>	<b>Sub Component of Technical/Functional Features</b>  <b>(2)</b>	<b>Bidder's Offer</b>  <b>(Bidder should describe details of Technical/ Functional features of the offered product)</b>  <b>(3)</b>	<b>Document Reference (Page Number/s)</b>  <b>(4)</b>
37	Support & Maintenance	37.1. Comprehensive three (03) years onsite support		
		37.2. Helpdesk support and hotline to log issues (all software and hardware issues shall be monitored through the help desk. A job number shall be generated for all the issues logged)		
		37.3. Product customization and configuration		

#	<b>Purchaser's Requirements</b>  <b>Technical/ Functional Features</b> <b>(1)</b>	<b>Sub Component of Technical/Functional Features</b>  <b>(2)</b>	<b>Bidder's Offer</b>  <b>(Bidder should <u>describe</u> details of Technical/ Functional features of the offered product)</b>  <b>(3)</b>	<b>Document Reference</b> <b>(Page Number/s)</b>  <b>(4)</b>
		37.4. Free of charge (FOC) bug fixes, patches and upgrades		
		37.5.The Supplier MUST provide maintenance and support services 24 hours per day/ 7 days per week.		

#	<b>Purchaser's Requirements</b>  <b>Technical/ Functional Features</b> <b>(1)</b>	<b>Sub Component of Technical/Functional Features</b>  <b>(2)</b>	<b>Bidder's Offer</b>  <b>(Bidder should describe details of Technical/ Functional features of the offered product)</b>  <b>(3)</b>	<b>Document Reference</b> <b>(Page Number/s)</b>  <b>(4)</b>
		<p>37.6.The supplier shall adhere to the Incident classification given below;</p> <p>Severity Level: <b>High</b>                      Description: Major system(s) down; no work-around exists. Business stopped.                      Impact: All users                      Response Time: 15 Minutes                      Resolution Time: 05 hours</p> <p>Severity Level: <b>Medium</b>                      Description: Major system(s) down; work-around exists. Business interrupted.                      Impact: More than one user                      Response Time: 30 Minutes                      Resolution Time: 07 hours</p> <p>Severity Level: <b>Low</b>                      Description: Workstation issues; work-around exists. End-user workflow interrupted.                      Impact: Single user                      Response Time: 45 Minutes                      Resolution Time: 08 hours</p>		

## Hardware Equipment for the Digital Document Management & Internal Workflow System

### 2. Notebook Computers

Item	Minimum Specification	Bidder's Offer (Please specify details)	Technical reference (Please specify the page number)	Compliance to the Document Management & Internal Workflow System Offered
Brand	(Specify)			
Model	Business Notebook (Specify)			
Country of origin	(Specify)			
Country of manufacture	(Specify)			
Year of manufacture	(Specify)			
Processor	Intel Core i5 7th Generation			
Processor speed	Core 2.5GHz or better (Base Frequency)			
Chipset	Chipset integrated with processor (Specify)			
Cache	3 MB Cache or Better			
Memory	8 GB DDR4 with a free slot			
Hard disk	500 GB 7200 rpm SATA type			
Display	15.6-inch diagonal LED-backlit HD			
Resolution	WXGA			
Graphics	Integrated graphics 1GB			
Optical drive	DVD+RW Super Multi DL (Optional)			
Audio	HD audio, Integrated stereo speakers, integrated digital microphone Stereo headphone /line out			
Webcam	720p HD webcam			
Network	Ethernet (10/100/1000 NIC)			
Wireless	Built in 802.11 b/g/n/ac			

Details of I/O (Input / Output) ports	3 x 3.0 USB port		
	1 x USB C type port		
	1 x HDMI port		
	1 x AC power port		
	1 x RJ-45 port		
Battery life	Minimum six (06) hours or higher		
Keyboard	Full-sized, spill-resistant keyboard (Documentary proof must be attached)		
Lock slot	Kingston lock slot		
Carrying case	Must provide with the Same Brand		
Accessories	Branded optical USB wired mouse shall be provided		
	Good-quality soft material and Non-slippery rubber undersurface medium size mouse pad		
	Kensington higher security lock with 1.8m carbon tempered steel cable		
Operating system	Licensed Microsoft Windows Operating System 10 Professional should be installed		
	The licenses should be registered under ICTA name		
	The Certificate of Authenticity (COA) sticker or label of the windows should be attached to the body or inside the battery compartment of the laptop		
Productivity software's should be installed with delivery	Stable free new version of Libre Office		
	Stable new version of Google Chrome and Mozilla Firefox		
	Stable free new version of Acrobat PDF reader.		
Energy star qualified	Required		
Dimension	(Specify)		

(W x D x H)				
Weight	(Specify)			
Manufacturer authorization	Documentary proof must be attached from the manufacturer			
Warranty & Maintenance	3 years comprehensive on-site manufacturer authorized warranty and maintenance inclusive of replacement of all defective parts (Notebook, battery and power adaptor) free of charge.			

### 3. Document Scanners (A4)

Item	Minimum Specification	Bidder's Offer (Please specify details)	Technical reference (Please specify the page number)	Compliance to the Document Management & Internal Workflow System Offered
Brand	(Specify)			
Model	(Specify)			
Country of origin	(Specify)			
Country of manufacture	(Specify)			
Year of manufacture	(Specify)			
Scanner type	Color image scanner with Automatic Document Feeder (ADF)			
Scanning mode	Simplex and Duplex			
Scanning optical resolution	600 dpi or higher			
Scanning output resolution	600 dpi or higher			
Scan technology	(Specify)			
Light source	RGB LED			
Scan document size	A4, A5, B4, B5, Legal and Letter			
Scan media type	Plain, inkjet and photo paper			
	Art paper			
	Coated paper			



	Grey board			
Document thickness (ADF)	380gsm or higher			
ADF scanning speeds (Paper / Image per minute)	Minimum 40 ppm / 40 ipm (Black & White)			
	Minimum 40 ppm / 40 ipm (Color)			
Daily duty cycle	4000 Pages or higher			
Automatic document feeder page capacity	50 pages or better			
Multi-feed detection	Standard			
Scan file output format	PDF (formatted Text and Graphics, normal with images, searchable image over text, MRC, PDF/A), JPG, BMP, PNG, DOC			
Connectivity	Hi-Speed USB 2.0			
Scanner drivers must compatible with <ul style="list-style-type: none"> <li>• Microsoft Windows Family (7/8.1/10 (32 &amp; 64 Bit))</li> <li>• Mac OS</li> <li>• Ubuntu / Linux</li> </ul>	<b>TWAIN Driver</b> (Specify the driver versions of compatible operating systems)			
	<b>ISIS Driver</b> (Specify the driver versions of compatible operating systems)			
	<b>WIA Driver</b> (Specify the driver versions of compatible operating systems)			
	<b>USB Driver</b> (Specify the driver versions of compatible operating systems)			
Compatible operating systems	Microsoft Windows Family (7/8.1/10 (32 & 64 Bit))			
	Mac OS			
	Ubuntu / Linux			
Mean Cycles Between Failure (MCBF)	Roller kit 150,000 pages or higher			
	Main unit 400,000 cycles or higher			
Accessories with the box	USB cable & Power with adapter cable			
	Original driver disk			
	Full roller kit one set (Additional requirement must supply with the box)			
Input power supply	AC 220 – 240V			
Energy star qualified	Required			
User training	Required			
Manufacturer authorization	Documentary proof must be attached from the manufacturer			

Warranty & Maintenance	3 years comprehensive on-site manufacturer authorized warranty and maintenance inclusive of replacement of all defective parts free of charge			
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#### 4. Document Scanners (A3)

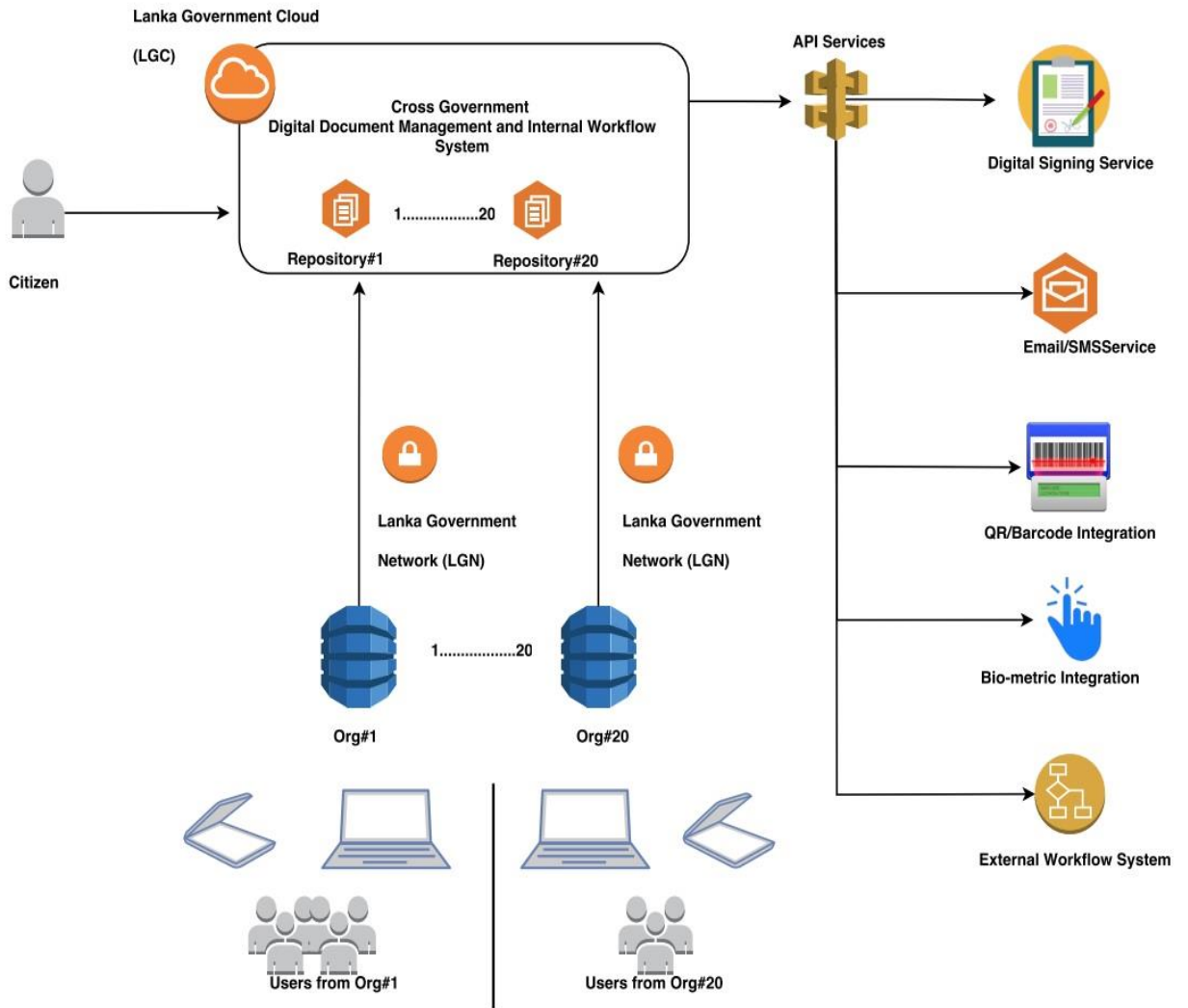
Item	Minimum Specification	Bidder's Offer (Please specify details)	Technical reference (Please specify the page number)	Compliance to the Document Management & Internal Workflow System Offered
Brand	(Specify)			
Model	(Specify)			
Country of origin	(Specify)			
Country of manufacture	(Specify)			
Year of manufacture	(Specify)			
Scanner type	Flatbed color image scanner with ADF			
Scanning mode	Simplex and Duplex			
Scanning optical resolution <b>(ADF &amp; Flatbed)</b>	600 dpi or higher			
Scanning output resolution <b>(ADF &amp; Flatbed)</b>	600 dpi or higher			
Scan technology	(Specify)			
Light source	LED or better			
Scan document size	A3, A4, B4, B5, Legal			
Scan media type	Plain, inkjet and photo paper			
	Art paper			
	Coated paper			
	Grey board			
Document thickness (ADF & Flatbed)	380gsm or higher			

Drop-out color	RGB		
ADF scanning speeds (Paper / Image per minute)	Minimum 30 ppm / 40 ipm (Black & White)		
	Minimum 25 ppm / 30 ipm (Color)		
Daily duty cycle	3500 pages or higher		
ADF page capacity	60 pages or higher		
Multi-feed detection	Standard		
Scan file output format	PDF (formatted Text and Graphics, normal with images, searchable image over text, MRC, PDF/A), JPG, BMP, PNG, DOC		
Scanner interfaces	Hi-Speed USB 2.0		
Scanner drivers must be compatible with <ul style="list-style-type: none"> <li>• Microsoft Windows Family (7/8.1/10 (32 &amp; 64 Bit))</li> <li>• Mac OS</li> <li>• Ubuntu / Linux</li> </ul>	<b>TWAIN Driver</b> (Specify the driver versions of compatible operating systems)		
	<b>ISIS Driver</b> (Specify the driver versions of compatible operating systems)		
	<b>WIA Driver</b> (Specify the driver versions of compatible operating systems)		
	<b>USB Driver</b> (Specify the driver versions of compatible operating systems)		
Compatible operating systems	Microsoft Windows Family (7/8.1/10 (32 & 64 Bit))		
	Mac OS		
	Ubuntu / Linux		
Mean Cycles Between Failure (MCBF)	Roller kit 120,000 pages or higher		
	Main unit 300,000 cycles or higher		
Accessories with the box	USB cable & Power with adapter cable		

	Original driver disk			
	Full roller kit one set (Additional requirement must supply with the box)			
Input power supply	AC 220 – 240V			
Energy star qualified	Required			
User training	Required			
Manufacturer authorization	Documentary proof must be attached from the manufacturer			
Warranty & Maintenance	3 years comprehensive on-site manufacturer authorized warranty and maintenance inclusive of replacement of all defective parts free of charge			

# 4. Drawings

## High-level Architectural Diagram of Cross Government Digital Document Management and Internal Workflow System



## 5. Inspection & Testing

No	Item Description	Implementation Details
1	<b>Digital Document Management &amp; Internal Workflow System</b>	<ul style="list-style-type: none"> <li>a) The Platform will be assessed by SLCERT to check any vulnerabilities.</li> <li>b) Should get the acceptance from the SLCERT for the software platform</li> <li>c) After deploying the software platform Technical Evaluation Committee will assess the platform offered against the functional specification.</li> <li>d) Upon receiving the reports for the above (a) and (b), any vulnerabilities and non-conformities reported will be remediated by the Vendor.</li> </ul>
<b>2</b>	<b>Configuration of Workflows</b>	<b>Implementation Details</b>
2.1	Police Recruitment Division	<ul style="list-style-type: none"> <li>a) UAT Report</li> <li>b) OAT Report</li> </ul>
2.2	Ministry of Higher Education and Highways – Private University Registration Division	
2.3	Presidential Secretariat – Administration Division	
2.4	Ministry of Foreign Affairs – Protocol Division	
2.5	Ministry of Skill Development and Vocational Training – Administration Division	
2.6	Ministry of Plantation Industries	
2.7	Ministry of Petroleum Resources Development - Administration, Procurement and Development Planning Divisions	
2.8	Public Service Commission –	

	Administration Division	
2.9	Ministry of Ports and Shipping – Administration Division	
2.10	Department of Rubber Development – Administration Division	
2.11	Ministry of Education – Administration Division	
2.12	Western Provincial Education Department - Administration Division	
2.13	Colombo Zonal Education Office - Administration Division	
2.14	Homagama Zonal Education Office - Administration Division	
2.15	Piliyandala Zonal Education Office - Administration Division	
2.16	Sri Jayawardhanapura Zonal Education Office - Administration Division	
2.17	Gampaha Zonal Education Office - Administration Division	
2.18	Kelaniya Zonal Education Office - Administration Division	
2.19	Minuwangoda Zonal Education Office - Administration Division	
2.20	Negambo Zonal Education Office - Administration Division	
3	<b>Hardware equipment</b>	
3.1	Notebook	i) User Manual ii) Hardware UAT report iii) First-level troubleshoot guidelines
3.2	Document Scanner (A4)	i) User Manual ii) Hardware UAT report iii) First-level troubleshoot guidelines
3.3	Document Scanners (A3)	i) User Manual ii) Hardware UAT report iii) First-level troubleshoot guidelines

# Section 6 - General Conditions of Contract

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**1. Definitions**

- 1.1 The following words and expressions shall have the meanings hereby assigned to them:
- (a) "Contract" means the Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendixes, and all documents incorporated by reference therein.
  - (b) "Contract Documents" means the documents listed in the Agreement, including any amendments thereto.
  - (c) "Contract Price" means the price payable to the Supplier as specified in the Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.
  - (d) "Day" means calendar day.
  - (e) "Delivery" means the transfer of the Goods from the Supplier to the Purchaser in accordance with the terms and conditions set forth in the Contract.
  - (f) "Completion" means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.
  - (g) "GCC" means the General Conditions of Contract.
  - (h) "Goods" means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.
  - (i) "Purchaser" means the entity purchasing the Goods and Related Services, as specified in the SCC.
  - (j) "Related Services" means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other similar obligations of the Supplier under the Contract.
  - (k) "SCC" means the Special Conditions of Contract.
  - (l) "Subcontractor" means any natural person, private or government entity, or a combination of the above, including its legal successors or permitted assigns, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.
  - (m) "Supplier" means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Agreement, and includes the legal successors or permitted assigns of the Supplier.
  - (n) "The Site," where applicable, means the place named in the

## SCC.

- 2. Contract Documents** 2.1 Subject to the order of precedence set forth in the Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory.
- 3. Fraud and Corruption**
- (a) The Government of Sri Lanka requires the Purchaser as well as bidders, suppliers, contractors, and consultants to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy:
- (i) “corrupt practice” means offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution;
  - (ii) “fraudulent practice” means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;
  - (iii) “collusive practice” means a scheme or arrangement between two or more bidders, with or without the knowledge of the Purchaser to establish bid prices at artificial, noncompetitive levels; and
  - (iv) “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract.
- 4. Interpretation**
- 4.1 If the context so requires it, singular means plural and vice versa.
- 4.2 Entire Agreement
- The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of the parties with respect thereto made prior to the date of Contract.
- 4.3 Amendment
- No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.
- 4.4 Severability
- If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.
- 5. Language** 5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser, shall be written in the language specified in the SCC. Supporting documents and printed literature that are part of the Contract may be

in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the SCC, in which case, for purposes of interpretation of the Contract, this translation shall govern.

- 5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.
- 6. Joint Venture** 6.1 If the Supplier is a Joint Venture all of the parties shall be jointly and severally liable to the Purchaser for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the Joint Venture. The composition or the constitution of the Joint Venture shall not be altered without the prior consent of the Purchaser.
- 7. Eligibility** 7.1 All goods supplied under this contract shall be complied with applicable standards stipulated by the Sri Lanka Standards Institute. In the absence of such standards, the Goods supplied shall be complied to other internationally accepted standards, such as British Standards.
- 8. Notices** 8.1 Any Notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the SCC. The term "in writing" means communicated in written form with proof of receipt.
- 8.2 A Notice shall be effective when delivered or on the Notice's effective date, whichever is later.
- 9. Governing Law** 9.1 The Contract shall be governed by and interpreted in accordance with the laws of the Democratic Socialist Republic of Sri Lanka.
- 10. Settlement of Disputes** 10.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 10.2 If the parties fail to resolve such a dispute or difference by mutual consultation within 28 days from the commencement of such consultation, either party may require that the dispute be referred for resolution to the formal mechanisms specified in the SCC.
- 10.3 Notwithstanding any reference to arbitration herein,
- (a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
- (b) the Purchaser shall pay the Supplier any monies due the Supplier.
- 11. Scope of Supply** 11.1 Subject to the SCC, the Goods and Related Services to be supplied shall be as specified in Section 5 (Schedule of Supply).

- 12. Delivery** 12.1 Subject to GCC Subclause 33.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Section 6 (Schedule of Supply). The details of shipping and other documents to be furnished by the Supplier are specified in the SCC.
- 13. Supplier's Responsibilities** 13.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 11, and the Delivery and Completion Schedule, as per GCC Clause 12.
- 14. Purchaser's Responsibilities** 14.1 Whenever the supply of Goods and Related Services requires that the Supplier obtain permits, approvals, and import and other licenses from local public authorities, the Purchaser shall, if so required by the Supplier, make its best effort to assist the Supplier in complying with such requirements in a timely and expeditious manner.
- 15. Contract Price** 15.1 Prices charged by the Supplier for the Goods delivered and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in the SCC.
- 16. Terms of Payment** 16.1 The Contract Price shall be paid as specified in the SCC.
- 16.2 The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 12 and upon fulfillment of all the obligations stipulated in the Contract.
- 16.3 Payments shall be made promptly by the Purchaser, no later than 28 days after submission of an invoice or request for payment by the Supplier, and the Purchaser has accepted it.
- 16.4 The currency or currencies in which payments shall be made to the Supplier under this Contract shall be specified in the SCC.
- 17. Taxes and Duties** 17.1 The Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.
- 18. Performance Security** 18.1 The Supplier shall, within 14 days of the notification of Contract award, provide a Performance Security for the due performance of the Contract in the amounts and currencies specified in the SCC.
- 18.2 The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 18.3 The Performance Security shall be in Sri Lankan Rupees, and shall be in one of the forms stipulated by the Purchaser in the SCC, or in another form acceptable to the Purchaser.
- 18.4 The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than 28 days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified

- otherwise in the SCC.
- 19. Copyright**
- 19.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.
- 20. Confidential Information**
- 20.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 20.
- 20.2 The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the Contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Purchaser for any purpose other than the design, procurement, or other work and services required for the performance of the Contract.
- 20.3 The above provisions of CC Clause 20 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.
- 20.4 The provisions of CC Clause 19 shall survive completion or termination, for whatever reason, of the Contract.
- 21. Subcontracting**
- 21.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the Bid. Subcontracting shall in no event relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.
- 21.2 Subcontracts shall comply with the provisions of GCC Clauses 3 and 7.
- 22. Specifications and Standards**
- 22.1 Technical Specifications and Drawings
- (a) The Supplier shall ensure that the Goods and Related Services comply with the technical specifications and other provisions of the Contract.
- (b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of

the Purchaser, by giving a notice of such disclaimer to the Purchaser.

- (c) The Goods and Related Services supplied under this Contract shall conform to the standards mentioned in Section 6 (Schedule of Supply) and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the country of origin of the Goods.

22.2 Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Section 6 (Schedule of Supply). During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with GCC Clause 33.

**23. Packing and Documents**

23.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the final destination of the Goods and the absence of heavy handling facilities at all points in transit.

23.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the SCC, and in any other instructions ordered by the Purchaser.

**24. Insurance**

24.1 Unless otherwise specified in the SCC, the Goods supplied under the Contract shall be fully insured, in a freely convertible currency from an eligible country, against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable Incoterms or in the manner specified in the SCC.

**25. Transportation**

25.1 Unless otherwise specified in the SCC, obligations for transportation of the Goods shall be in accordance with the Incoterms specified in Section 5 (Schedule of Supply).

**26. Inspections and Tests**

26.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified in Section 5 (Schedule of Supply).

26.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the final destination of the Goods, or in another place in the Purchaser's country as specified in the SCC. Subject to GCC Subclause 26.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings

and production data, shall be furnished to the inspectors at no charge to the Purchaser.

- 26.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Subclause 26.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.
- 26.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.
- 26.5 The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications, codes, and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.
- 26.6 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.
- 26.7 The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to GCC Subclause 26.4.
- 26.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report pursuant to GCC Subclause 26.6, shall release the Supplier from any warranties or other obligations under the Contract.

## **27. Liquidated Damages**

- 27.1 Except as provided under GCC Clause 32, if the Supplier fails to deliver any or all of the Goods or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the SCC of the Contract Price for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in the SCC. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to GCC Clause 35.

**28. Warranty**

- 28.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.
- 28.2 Subject to GCC Subclause 22.1, the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.
- 28.3 Unless otherwise specified in the SCC, the warranty shall remain valid for 12 months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the SCC, or for 18 months after the date of shipment or loading in the country of origin, whichever period concludes earlier.
- 28.4 The Purchaser shall give Notice to the Supplier, stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.
- 28.5 Upon receipt of such Notice, the Supplier shall, within the period specified in the SCC, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.
- 28.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the SCC, the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

**29. Patent Indemnity**

- 29.1 The Supplier shall, subject to the Purchaser's compliance with GCC Subclause 29.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of
- (a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and
- (b) the sale in any country of the products produced by the Goods.

Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from



the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.

- 29.2 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Subclause 29.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.
- 29.3 If the Supplier fails to notify the Purchaser within 28 days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.
- 29.4 The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.
- 29.5 The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.

**30. Limitation of Liability**

- 30.1 Except in cases of gross negligence or willful misconduct,
- (a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser and
- (b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort, or otherwise, shall not exceed the amount specified in the SCC, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the Supplier to indemnify the Purchaser with respect to patent infringement.

**31. Change in Laws and Regulations**

- 31.1 Unless otherwise specified in the Contract, if after the date of the Invitation for Bids, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in the place of the Purchaser's country where the Site is

located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 15.

- 32. Force Majeure**
- 32.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 32.2 For purposes of this clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 32.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 33. Change Orders and Contract Amendments**
- 33.1 The Purchaser may at any time order the Supplier through Notice in accordance GCC Clause 8, to make changes within the general scope of the Contract in any one or more of the following:
- (a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
  - (b) the method of shipment or packing;
  - (c) the place of delivery; and
  - (d) the Related Services to be provided by the Supplier.
- 33.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery and Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within 28 days from the date of the Supplier's receipt of the Purchaser's change order.

- 33.3 Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.
- 33.4 Subject to the above, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.
- 34. Extensions of Time**
- 34.1 If at any time during performance of the Contract, the Supplier or its Subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 12, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.
- 34.2 Except in case of Force Majeure, as provided under GCC Clause 32, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 27, unless an extension of time is agreed upon, pursuant to GCC Subclause 34.1.
- 35. Termination**
- 35.1 Termination for Default
- (a) The Purchaser, without prejudice to any other remedy for breach of Contract, by Notice of default sent to the Supplier, may terminate the Contract in whole or in part,
- (i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 34; or
- (ii) if the Supplier fails to perform any other obligation under the Contract.
- (iii) if the Supplier, in the judgment of the Purchaser has engaged in fraud and corruption, as defined in GCC Clause 3, in competing for or in executing the Contract.
- (b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 35.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

### 35.2 Termination for Insolvency

The Purchaser may at any time terminate the Contract by giving Notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser.

### 35.3 Termination for Convenience

- (a) The Purchaser, by Notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
- (b) The Goods that are complete and ready for shipment within 28 days after the Supplier's receipt of the Notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect
  - (i) to have any portion completed and delivered at the Contract terms and prices; and/or
  - (ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

## 36. Assignment

- 36.1 Neither the Purchaser nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.

## Section 7 - Special Conditions of Contract

The following Special Conditions of Contract (SCC) shall supplement the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

<b>GCC 1.1(k)</b>	The Purchaser is: <b>Information and Communication Technology Agency of Sri Lanka.</b>
<b>GCC 1.1 (q)</b>	The Site is: <ol style="list-style-type: none"> <li>1. Police Recruitment Division</li> <li>2. Ministry of Higher Education and Highways – Private University Registration Division</li> <li>3. Presidential Secretariat – Administration Division</li> <li>4. Ministry of Foreign Affairs – Protocol Division</li> <li>5. Ministry of Skill Development and Vocational Training – Administration Division</li> <li>6. Ministry of Plantation Industries</li> <li>7. Ministry of Petroleum Resources Development - Administration, Procurement and Development Planning Divisions</li> <li>8. Public Service Commission – Administration Division</li> <li>9. Ministry of Ports and Shipping – Administration Division</li> <li>10. Department of Rubber Development – Administration Division</li> <li>11. Ministry of Education – Administration Division</li> <li>12. Western Provincial Education Department - Administration Division</li> <li>13. Colombo Zonal Education Office - Administration Division</li> <li>14. Homagama Zonal Education Office - Administration Division</li> <li>15. Piliyandala Zonal Education Office - Administration Division</li> <li>16. Sri Jayawardhanapura Zonal Education Office - Administration Division</li> <li>17. Gampaha Zonal Education Office - Administration Division</li> <li>18. Kelaniya Zonal Education Office - Administration Division</li> <li>19. Minuwangoda Zonal Education Office - Administration Division</li> <li>20. Negambo Zonal Education Office - Administration Division</li> </ol>
<b>GCC 5.1</b>	Language is English
<b>GCC 8.1</b>	The language shall be: English
<b>GCC 9.1</b>	The governing law shall be: The Contract shall be governed by and interpreted in accordance with the laws of the Democratic Socialist Republic of Sri Lanka.

<b>GCC 10.2</b>	<p>The formal mechanism for the resolution of disputes shall be:</p> <p>A dispute which cannot be resolved amicably shall be settled in the following manner,</p> <p>Any party may declare a 'Dispute' by notifying the other party of such matter setting forth the specifics of the matter in controversy or the claim being made. Within 10 days of receipt of such notice, a senior representative of each party not involved with the day-to-day operation shall confer and attempt to resolve the Dispute.</p> <p>In the event the parties are unable to resolve the Dispute within 10 days, either party may submit the Dispute for Commercial Mediation to an expert mediator nominated by the Ceylon Chamber of Commerce in terms of the Commercial Mediation Centre of Sri Lanka, Act No. 44 of 2000. In the event the parties are unable to resolve the Dispute through mediation or if a certificate of non-settlement is entered in terms of Section 3 F of the said Act, either party may refer the dispute to a court of competent jurisdiction.</p>
<b>GCC 11.1</b>	<p>The Scope of Supply shall be defined in : Implementation of Cross Government Digital Document Management &amp; Internal Workflow System for 20 Government Institutions (Phase 1)</p>

GCC 16.1	<p><b><u>The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:</u></b></p> <p>Payment shall be made in Sri Lanka Rupees within thirty (30) days of presentation of claim supported by a certificate from the Purchaser declaring that the Goods have been delivered and that all other contracted Services have been performed.</p> <p>a. <b>Advance Payment:</b> Ten (10) percent of the Total Contract Price excluding support &amp; maintenance for 4<sup>th</sup>,5<sup>th</sup> and 6<sup>th</sup> years shall be paid within Fourteen (14) days of signing of the Contract, and upon submission of claim and a bank guarantee for equivalent amount valid until the Operational Acceptance Testing (OAT) is completed. Format of the Advance Payment Bank Guarantee is given in Section VIII- Contract Forms.</p> <p>b. <b>Upon completion of User Acceptance Testing (UAT) for Ten (10) Government Institutions:</b> Forty (40) percent of the Total Contract Price excluding support &amp; maintenance for 4<sup>th</sup>,5<sup>th</sup> and 6<sup>th</sup> years shall be paid on deployment of the Document Management &amp; Internal Workflow System upon acceptance of UAT report as specified in the Schedule of Supply and receipt of the hardware equipment and upon submission of the documents specified below;</p> <ul style="list-style-type: none"> <li>(i) Supplier invoice showing contract number, goods description, quantity, unit price and total amount;</li> <li>(ii) User Acceptance Test Report accepted by Ministries &amp; ICTA.</li> <li>(iii) Warranty Certificate for the Hardware Equipment.</li> <li>(iv) Delivery note and confirmation of receipt of hardware equipment confirming items delivered and installed.</li> </ul> <p>c. <b>Upon completion of User Acceptance Testing (UAT) for Ten (10) Government Institutions:</b> Forty (40) percent of the Total Contract Price excluding support &amp; maintenance for 4<sup>th</sup>,5<sup>th</sup> and 6<sup>th</sup> years shall be paid on deployment of the Document Management &amp; Internal Workflow System upon acceptance of UAT report as specified in the Schedule of Supply and receipt of the hardware equipment and upon submission of the documents specified below;</p> <ul style="list-style-type: none"> <li>(i) Supplier invoice showing contract number, goods description, quantity, unit price and total amount;</li> <li>(ii) User Acceptance Test Report accepted by Ministries &amp; ICTA.</li> <li>(iii) Warranty Certificate for the Hardware Equipment.</li> <li>(iv) Delivery note and confirmation of receipt of hardware equipment confirming items delivered and installed.</li> </ul> <p>d. <b>Upon Completion of Operational Acceptance Testing (OAT) for 20 Government Institutions:</b> The remaining ten (10) percent of the Contract Price shall be paid upon completion of Operational Acceptance Testing (OAT) accepted by ICTA.</p> <p>Payment for the support and maintenance for 4<sup>th</sup>,5<sup>th</sup> and 6<sup>th</sup> years shall be paid based on a support &amp; maintenance Agreement entered into after satisfactory completion of support and maintenance for the initial 3 years contract period.</p>
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<b>GCC 16.4</b>	The currencies for payments shall be: Sri Lankan Rupees
<b>GCC 18.1</b>	The supplier shall provide a Performance Security. This shall be an amount equal to ten (10) percent of the contract price (excluding VAT). Performance Security shall be submitted within 14 days of the notification of the contract award from the purchaser and it shall be valid up to 28 days following the date of Compilation of the Supplier's performance obligations under the contract, including any warranty obligations.
<b>GCC 18.3</b>	The forms of acceptable Performance Security are: Format of the Performance Security is given in the Section VIII.
<b>GCC 26.2</b>	Tests and Inspections specified in Section 5 (Schedule of Supply), shall be carried out at the following times or milestones, and places: After deployment of document management and internal workflow system, the UAT & OAT will be conducted at the 20 government Institutions.
<b>GCC 27.1</b>	The applicable rate for liquidated damages for delay shall be: The liquidated damage shall be 0.5% of the contract price per week or part of week thereof.
<b>GCC 27.1</b>	The maximum amount of liquidated damages shall be: Ten percent (10%) of the total contract price.
<b>GCC 28.3</b>	The period of validity of the Warranty shall be: Three (03) years on-site comprehensive warranty.  The place of final destination shall be: 20 Government Institutions mentioned in the GCC 1.1 (q).
<b>GCC 28.5</b>	The Supplier shall correct any defects covered by the Warranty within Three (03) working days of being notified by the Purchaser of the occurrence of such defects. The supplier should replace equipment one to one basis in case of a workshop attention required for a malfunction or failed equipment.
<b>GCC 30.1 (b)</b>	The amount of aggregate liability shall be: 100% of the Total Contract Price.



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## Section 8 - Contract Forms

### Table of Forms

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# Notification of Award

---- on letterhead of the purchaser ----

## Letter of Acceptance

..... date. ....

To: ..... name and address of the supplier .....

Subject: ..... Notification of Award Contract No. ....

This is to notify you that your Bid dated . . . . date . . . . for execution of the . . . . . name of the contract and identification number, as given in the Bid Data Sheet . . . . . for the Accepted Contract Amount of the equivalent of . . . . . amount in words and figures and name of currency . . . . . , as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by our Agency.

You are requested to furnish the Performance Security within 28 days in accordance with the Conditions of Contract, using for that purpose the Performance Security Form included in Section 8 (Contract Forms) of the Bidding Document.

Authorized Signature: .....

Name and Title of Signatory: .....

Name of Agency: .....

Attachment: Contract Agreement

## Contract Agreement

THIS AGREEMENT made on the *[insert date]* day of *[insert month]*, *[insert year]*, between *[insert complete name of the Purchaser]* of *[insert complete address of the purchaser]* (hereinafter "the Purchaser"), of the one part, and *[insert complete name of the supplier]* of *[insert complete address of the supplier]* (hereinafter "the Supplier"), of the other part:

WHEREAS the Purchaser invited Bids for certain Goods and Related Services, viz., *[insert brief description of the goods and related services]* and has accepted a Bid by the Supplier for the supply of those Goods and Related Services in the sum of *[insert currency or currencies and amount of contract price in words and figures]* (hereinafter "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - (a) the Letter of Acceptance;
  - (b) the Price Bid Submission Sheet and the Price Schedules submitted by the Supplier;
  - (c) the Technical Bid Submission Sheet submitted by the Supplier;
  - (d) the Special Conditions of Contract;
  - (e) the General Conditions of Contract;
  - (f) the Schedule of Supply; and
  - (g) any other documents shall be added here.<sup>1</sup>

This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.

3. In consideration of the payments to be made by the Purchaser to the Supplier as indicated in this Agreement, the Supplier hereby covenants with the Purchaser to provide the Goods and Related Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Related Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of *[indicated name of country]* on the day, month and year indicated above.

Signed by *[insert authorized signature for the purchaser]* (for the Purchaser)

Signed by *[insert authorized signature for the supplier]* (for the Supplier)

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<sup>1</sup> Tables of Adjustment Data may be added if the contract provides for price adjustment (see GCC 15).

# Performance Security

*Bank's name, and address of issuing branch or office*<sup>1</sup>

**Beneficiary:** ..... *insert name and address of the purchaser* .....

**Date:** ..... *insert date (as day, month, and year)* .....

**Performance Guarantee No.:** .....

We have been informed that . . . . . *name of the supplier*. . . . . (hereinafter called "the Supplier") has entered into Contract No. . . . . *reference number of the contract*. . . . . dated . . . . . with you, for the execution of . . . . . *name of contract and brief description of goods and related services*. . . . . (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Supplier, we . . . . . *name of the bank*. . . . . hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of . . . . . *name of the currency and amount in words*<sup>2</sup>. . . . . (*. . . . . amount in figures. . . . .*) such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of your first demand in writing accompanied by a written statement stating that the Supplier is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the . . . . . day of . . . . . , . . . . . ,<sup>3</sup> and any demand for payment under it must be received by us at this office on or before that date.

.....  
*Signature(s) and seal of bank (where appropriate)*

**-- Note to Bidder --**

If the institution issuing the performance security is located outside the country of the purchaser, it shall have a correspondent financial institution located in the country of the purchaser to make it enforceable.

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- <sup>1</sup> All italicized text is for guidance on how to prepare this demand guarantee and shall be deleted from the final document.
- <sup>2</sup> The guarantor shall insert an amount representing the percentage of the contract price specified in the contract and denominated either in the currency(ies) of the contract or a freely convertible currency acceptable to the purchaser.
- <sup>3</sup> Insert the date 28 days after the expected completion date. The purchaser should note that in the event of an extension of the time for completion of the contract, the purchaser would need to request an extension of this guarantee from the guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the purchaser might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Purchaser's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."

## Advance Payment Security

[insert complete name and number of contract]

To: [insert complete name of the purchaser]

In accordance with the payment provision included in the Contract, in relation to advance payments, [insert complete name of the supplier] (hereinafter called "the Supplier") shall deposit with the Purchaser a security consisting of [indicate type of security], to guarantee its proper and faithful performance of the obligations imposed by said Clause of the Contract, in the amount of [insert currency and amount of guarantee in words and figures].

We, the undersigned [insert complete name of the guarantor], legally domiciled in [insert full address of the guarantor] (hereinafter "the Guarantor"), as instructed by the Supplier, agree unconditionally and irrevocably to guarantee as primary obligor and not as surety merely, the payment to the Purchaser on its first demand without whatsoever right of objection on our part and without its first claim to the Supplier, in the amount not exceeding [insert currency and amount of guarantee in words and figures].

This security shall remain valid and in full effect from the date of the advance payment being received by the Supplier under the Contract until [insert date (as day, month, and year)].

Name: [insert complete name of person signing the Security]

In the capacity of [insert legal capacity of person signing the Security]

Signed: [insert signature of person whose name and capacity are shown above]

Duly authorized to sign the security for and on behalf of [insert seal (where appropriate) and complete name of the guarantor]

Date: [insert date of signing]

**-- Note to Bidder --**

If the institution issuing the advance payment security is located outside the country of the purchaser, it shall have a correspondent financial institution located in the country of the purchaser to make it enforceable.